

**REQUEST FOR SELECTION DOCUMENT**

**FOR**

**GRID CONNECTED**

**SOLAR PHOTO VOLTAIC PROJECTS**

**UNDER BATCH-II TRANCHE-I**

**OF**

**NATIONAL SOLAR MISSION PHASE- II**

**STATE SPECIFIC BUNDLING SCHEME**

**FOR**

**GANI-SAKUNALA SOLAR PARK PHASE-II**

**IN**

**ANDHRA PRADESH**

**(RfS No.: NTPC/2015-16/NSM/TI/AP/02)**

**ISSUED BY**  
**NTPC Limited**

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**NOTES:**

1. Though adequate care has been taken while preparing the Request for Selection (RfS) document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately within ten days from the date of issue of the RfS documents on the website of <https://www.tcil-india-electronictender.com>.
2. NTPC Limited (NTPC) reserves the right to modify, amend or supplement this RfS document.
3. Though this RfS document has been prepared in good faith, neither NTPC nor its employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS document, even if any loss or damage is caused by any act or omission on their part.
4. This RfS document has been prepared based on MNRE guidelines dated 10.03.2015 for "Selection of 3000 MW Grid-Connected Solar PV Power Projects under Batch-II for State Specific Bundling Scheme" and must be read in conjunction with these guidelines. In case of any contradiction, the aforesaid guidelines shall prevail and be binding.

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# **Section 1**

## **Introduction**

## INTRODUCTION

- 1.0 NTPC Limited (NTPC) has been entrusted with the work of inviting proposals for setting up of grid connected Solar-PV Projects (of aggregate capacity of 3000 MW) through e-bidding process based on the Guidelines for Selection of Grid-connected Solar-PV Power Projects under Batch-II “State Specific Bundling Scheme” issued by the MNRE on 10<sup>th</sup> March 2015. The same is available on the web sites of MNRE at [www.mnre.gov.in](http://www.mnre.gov.in). This RFS document has been prepared by taking into account the provisions of these guidelines.
- 1.1 This document is for selection of Solar Power Developers (SPDs) for setting up Grid-connected Solar-PV Power Projects of 500 MW capacity in the Gani-Sakunala Solar Park phase-II being developed through association of Central and/or State agencies [i.e., Solar Park Implementation Agency (SPIA)] on the identified land arranged by the State Agencies at Distt.Kurnool in the State of Andhra Pradesh. The solar power produced by the selected SPDs from their respective Solar-PV Power Projects set up in this Solar Park, will be purchased by NTPC and would be sold to the State Utilities/ Discoms of Andhra Pradesh after bundling with cheaper power from unallocated quota of Govt. of India (Ministry of Power) out of the capacity of the NTPC coal based stations.
- 1.2 Under the “State Specific Bundling Scheme”, NSM provides for bundling of relatively expensive solar power with cheaper power from NTPC coal based stations out of the unallocated quota of the Government of India (Ministry of Power) in the ratio of 2:1 basis (2 MW of Solar Power with 1 MW of Thermal Power).
- 1.3 Out of 500 MW capacity, one project of 350 MW capacity is offered under **OPEN** category and remaining 150 MW of capacity is offered through three projects of 50 MW each under Domestic Content Requirement (**DCR**) category.
- 1.4 The bidders will be short-listed by the process of e-bidding (**Single Stage Two Envelope Bidding Process. Envelope-I: Technical Bid and Envelope-II: Financial Bid**) to be followed by reverse auction process for selection of bidders. E-bidding is a new methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, NTPC Ltd. is using the portal <https://www.tcil-india-electronictender.com> of Telecommunications Consultants India Ltd (TCIL), a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from ElectronicTender<sup>®</sup>. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System<sup>®</sup> (ETS).

## **Section 2**

## **Definitions**

## **Definitions**

### **2.0 Definitions**

**"Act" or "Electricity Act, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

**"Affiliate"** shall mean a Company that, directly or indirectly, Controls, or is controlled by, or is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty six percent) of the paid up share capital of the other Company;

**"Applicable Tariff"** shall be the quoted Tariff by the selected Project Developers.

**"Bidder"** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require;

**"Bidding Company"** shall refer to such single company that has submitted the response in accordance with the provisions of this RfS;

**"Bidding Consortium" or "Consortium"** shall refer to a group of companies that has collectively submitted the response in accordance with the provisions of this RfS;

**"CERC Approved Applicable Tariff"** shall mean the Tariff as notified by Central Electricity Regulatory Commission (CERC) for Solar PV Projects applicable as on the Last Date of receipt of financial bids by NTPC.

**"Chartered Accountant"** shall mean a person practicing in India or a firm whereof all the partners are practicing in India as Chartered Accountants within the meaning of the Chartered Accountants Act, 1949;

**"Company"** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013 as applicable;

**"Control"** The control shall mean holding more than 50% of paid-up share capital;

**"CTU or Central Transmission Utility"** shall mean the Central Transmission Utility as defined in sub-section (10) of Section 2 of the Electricity Act 2003;

**"Effective Date"** shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;



**“Financial Closure or Project Financing Arrangements”** shall mean arrangements of necessary funds by the Project Developer either by way of commitments of funds by the company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan.

**“Group Company”** of a Company shall mean:

- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the paid up share capital of the Company or;
- (ii) a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the paid up share capital of such Company or;
- (iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- (iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- (v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten percent) of the paid up share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided that a financial institution, scheduled bank, foreign institutional investor, non-banking financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

**“Host State”** shall mean the State in which the Solar Power Projects under the State Specific Bundling Scheme are to be set-up.

**“Inter-connection point /Delivery/Metering point”** shall mean the point at 33 kV or above where the power from the Solar Power Project is injected into the Pooling Substation at the Solar Park or STU / CTU substation as applicable. The Metering shall be done at this interconnection point where the power is injected into the Pooling Substation at the Solar Park or STU / CTU system i.e. Delivery Point. For interconnection with grid and metering, the developers shall abide by the relevant

CERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time;

**“Joint Control”** shall refer to a situation where control is equally distributed among the interested parties.

**“Paid-up share capital”** shall mean such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid up in respect of shares of the company, but does not include any other amount received in respect of such shares, by whatever name called;

Paid-up share capital includes:

Paid-up equity share capital and

Fully, compulsorily and mandatorily convertible Preference shares and

Fully, compulsorily and mandatorily convertible Debentures.

**“Lead Member of the Bidding Consortium” or “Lead Member”**: There shall be only one Lead Member, having the shareholding more than 50% in the Bidding Consortium and cannot be changed till 1 year of the Commercial Operation Date (COD) of the Project;

**“Letter of Intent” or “LOI”** shall mean the letter issued by NTPC Ltd (NTPC) to the Selected Bidder for award of the Project.

**“Limited Liability Partnership” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008;

**“LLC”** shall mean Limited Liability Company;

**“Member in a Bidding Consortium” or “Member”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

**“Parent”** shall mean a Company, which holds at least 26% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

**“Part Commissioning”** the Project will be considered as part commissioned if all equipment as per acceptable project capacity less than contracted project capacity has been installed and energy has flown into grid;

**“Pooling Substation”** shall mean an intermediary Substation where more than one Solar PV Project may connect for further connectivity through a common transmission line to STU / CTU System for evacuation of power.

**“Project”** is defined by separate points of injection into the grid at interconnection point / delivery point / metering point at Pooling Substation of the Solar Park or STU / CTU substation as the case maybe. Each project must also have a separate boundary, control systems and metering;

**“Project Company”** shall mean the Company incorporated by the Bidder as per The Companies Act, 1956 or the Companies Act, 2013 as applicable;

**“Project Commissioning”** the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid;

**“Project Financing Arrangements”** shall mean arrangement of necessary funds by the Project Developer either by way of commitment of funds by the company from internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan;

**“Project Developer”** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require”;

**“SECI”** shall mean Solar Energy Corporation of India;

**“Selected Bidder or Successful Bidder”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;

**“Solar PV Project”** shall mean the Solar Photo Voltaic power project that utilises sunlight for direct conversion into electricity through Photo Voltaic technology;

**“Solar Park”** shall mean concentrated zone of development of solar power generation projects and provides an area that is well characterised with proper infrastructure and access to amenities. Solar Park will also facilitate developers by reducing the number of required approvals;

**“Solar Park Company”** shall mean a Company formed for creation of necessary infrastructure facilities for implementation of the Solar Park;

**“Solar Park Implementation Agency”** (SPIA) shall mean the Agencies which will be involved in overall implementation of the Solar Park in the State. The Agencies could be SECI, State Governments and their Agencies or private sector companies as defined in MNRE scheme for Development of Solar Parks and Ultra Mega Solar Power Projects in the country;

**“STU or State Transmission Utility”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section 1 of Section 39 of the Electricity Act 2003;

**“Technology Partner”** shall mean any entity from which the Bidder proposes to take technology support. The word entity means any entity in case it is not providing share capital commitment to a bidding company or consortium. However, in case share capital commitment is being provided by the technology provider to a bidding company or consortium then it shall only be a company. This entity/company can be a member in more than one bidding consortium provided that it has less than 10% of paid up share capital commitment in each Consortium;

**“Trading Margin”** Trading Margin is the difference between the Weighted Average Purchase Price of Bundled Power from SPDs & NTPC and the Sale Price of Bundled Power by NTPC to the State Utilities / DISCOMs / Bulk Consumers. .NTPC shall Charge a Trading Margin @7 Paisa/kWh;

**“Ultimate Parent”** shall mean a company, which owns at least twenty six percent (26%) of paid up share capital either directly or indirectly in the Parent and Affiliates.

# **Section 3**

## **Information and Instructions to Bidders**

## **Section 3**

### **3.0 INFORMATION AND INSTRUCTIONS TO BIDDERS**

RfS document is available for download, free of cost from the web-site of TCIL at <https://www.tcil-india-electronictender.com>. A link of the same is also available at [www.ntpctender.com](http://www.ntpctender.com).

Note: - Interested bidders have to download the RfS & other documents after login into the TCIL website by using the Login ID & Password provided by TCIL during registration (Refer Annexure-4). If the documents are downloaded from TCIL website without logging into the TCIL portal then the bidders will not be able to upload the filled Bids or in other words he will not be able to submit the bids.

### **3.1 Total Capacity Offered**

Grid-connected Solar PV Power Projects for capacity of **500 MW, out of which one project of 350 MW is offered under “OPEN category” (No mandatory requirement of Domestic Content) and 150 MW (3 projects of 50 MW each) is offered under “Domestic Content Requirement (DCR) category”**. Selection of Solar Power Developers (SPDs) will be carried out through e-bidding process. The evaluation of bids and reverse auction shall be done separately and independently for OPEN and DCR category. The projects will be setup inside Gani-Sakunala Solar Park Phase-II *[being developed by Solar Park Implementation Agency (SPIA)]* in Kurnool District of Andhra Pradesh.

The interested Project Developers are required to participate in the Request for Selection (RfS) for installation of Grid-connected Solar Photovoltaic Power Plants on Build-Own-Operate (B-O-O) basis under the scheme.

### **3.2 Capacity of each Project**

One project of 350 MW is offered under OPEN category and three projects of 50 MW each are offered under DCR category. Project Capacity in MW is the installed Capacity of the Power Project / Maximum Power Output (AC) from the Solar Power Project which can be scheduled at the Delivery Point / Inter-Connection point during any time block of the day.

### **3.3 Processing Fees**

- a) Prospective bidders interested to participate in the bidding process are required to submit their offer on-line on the website <https://www.tcil-india-electronictender.com> along with a non-refundable processing fee of Rs. 10.00 Lakh for project of 350 MW capacity and Rs. 3.00 Lakh per project of 50 MW capacity through Demand Draft in favour of “NTPC Limited” payable at Noida/New Delhi only.

A bidding Company/Consortium will be eligible to participate in the bidding process only on submission of RfS along with the Processing Fee.

### 3.4 Critical Date Sheet for activities involved in the RfS (through e-bidding Process):

|  |  |
|--|--|
| Registration and Downloading of RfS document Date & Timing   | From <b>09:00 Hrs (IST) on 28/05/2015</b><br>To <b>17:00 Hrs (IST) on 26/06/2015</b> |
| Last date for receipt of queries on RfS from the prospective bidders and Pre-bid Conference Date and time                          | On <b>10/07/2015 at 11:00 Hrs (IST)</b>  |
| Last date and Time for<br>a) on line submission of bid and<br>b) All documents as per Clause 3.15 physically at NTPC office, NOIDA | On <b>31/07/2015 at 17:00 Hrs (IST)</b>  |
| Technical Bid Opening Date & Time  | On <b>03/08/2015 at 11:00 Hrs (IST)</b> onwards                                      |
| Financial Bid Opening  | Prior to start of Reverse Auction  |
| Date and time for start of Reverse Auction   | To be intimated to all bidders separately.   |

### 3.5 Bidding for Solar Power Projects

Bidders may submit online response to Request for Selection (RfS) for setting up of Grid-connected Solar PV Projects under this scheme as per the terms & conditions of this RfS.

### 3.6 SPIA and Location of Solar Park

3.6.1 The Solar PV Projects to be selected by NTPC under this scheme are to be developed inside Solar Park which is developed by Solar Park Implementing Agency (SPIA).

3.6.2 Andhra Pradesh Solar Power Corporation Limited (APSPCL) is SPIA for this Solar Park which is a Joint venture between SECI (Solar Energy Corporation of India), APGENCO (Andhra Pradesh Power Generation Corporation Limited) and NREDCAP (New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.). The Bidder will have to approach the SPIA for allotment of land, timelines for availability, possession and connectivity for the projects. The contact details of the concerned SPIA are as follows:

**I. Name & Address of SPIA: AP Solar Power Corporation Ltd.  
House No. 6-3-856/A3, Sadat Manzil  
Compound, (Opposite Green Park Hotel),**

**Neeraj Public School Lane, Ameerpet,  
Hyderabad - 16**

**II. Name of Contact Person: Mr. G. Adishesu**

**III. Contact Details:**

**a. Telephone No.: 040-23403557, 040-23403558**

**b. Fax No.: 040-23403559**

**c. E-mail ID: adviser@apgenco.gov.in**

**d. Website: http://www.apspcl.ap.gov.in/**

**3.6.3 Location of Solar Park:**

|                            |  |
|----------------------------|--|
| Project Site               | Vill – Gani-Sakunala<br>Mandal – Gadivemula<br>Distt – Kurnool<br>State – Andhra Pradesh |
| GPS Co-ordinates           | 15.8269355N, 78.0540905E   |
| Nearest Town/City /Airport | Town : Kurnool-30 km<br>City : Hyderabad-220 km<br>Airport : Hyderabad - 200 km          |
| Water source               | SRBC Canal at Manchalakata village (3km)   |

The information related to Solar Park may be obtained from SPIA.

*As per MNRE guidelines Bidders are advised to approach SPIA directly for all the costs to be paid to SPIA by SPDs and other details and information since developer will have to take all these into consideration in their respective bid to NTPC.*

Further Bidders, in their own interest, are advised to visit and examine the Project Site as mentioned above where the Solar Power Project is to be developed and its surroundings and obtain for himself on its own responsibility all information that may be necessary for preparing the bid and entering into Power Purchase Agreement (PPA) with NTPC for supply of power. The costs of visiting the site shall be borne by the bidder himself. NTPC will not assume any responsibility in this regard.

**3.7 Number of Response to RfS by a Company**

3.7.1 There is no upper limit on the number of Project(s) to be bid by a bidder. However, the bidder shall have to meet the Qualification Requirements under each category i.e. OPEN category and DCR category for which the bidder is applying. .

3.7.2 A Bidder may apply for either one category i.e. OPEN Category / DCR Category or both Categories. Company, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit one single application in the prescribed format



detailing all projects for which the bidder is submitting the application. Statement for the same is to be submitted as per Format for Disclosure (**Format – 6.9**).

### **3.8 Qualification Requirements**

The Bidder should be a Company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Companies acting as the Lead Member of the Bidding Consortium. Short-listing of Bidder for opening of Financial Bid will be based on meeting the Qualification Requirements specified for Net Worth as given below:

#### **A. Companies Eligible for Participation:**

- (i) Companies incorporated in India under the Companies Act, 1956 or Companies Act, 2013 as applicable;
- (ii) A foreign company can also participate on standalone basis or as a member of consortium at RfS stage. But before signing of PPA, keeping the original shareholding unchanged it has to form an Indian Company registered under the Companies Act, 1956 or Companies Act, 2013 as applicable;
- (iii) A Bidding Consortium (that may/ may not have a foreign company) can participate at RfS stage;
- (iv) Limited Liability Partnership (LLPs) / Limited Liability Companies (LLCs) are not eligible for participation.

#### **B Financial Criteria**

##### **(i) Net Worth**

The Net Worth of the Company should be equal to or greater than the value calculated at the rate of Rs 1.5 Crores or equivalent US\$ per MW (as per Note 1 of Clause 3.8 B i) of the project capacity. The computation of Net Worth shall be based on unconsolidated audited annual accounts of the Company.

##### **The Net Worth**

|           |   |
|-----------|---|
| =         | Paid up share capital.  |
| Add:      | Free Reserves   |
| Subtract: | Revaluation Reserves  |
| Subtract: | Intangible Assets   |
| Subtract: | Miscellaneous Expenditures to the extent not written off and carry forward losses |

(a) Share premium will form an integral part of Net Worth provided it is realized in cash or cash equivalent. However, this condition will not apply in case of listed companies.

(b) Paid up Share Capital will include:

- i. Paid-up equity share capital;

- ii. *Fully, compulsorily and mandatorily convertible preference shares; and*
- iii. *Fully, compulsorily and mandatorily convertible debentures*

For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) paid up share capital in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other Bid.

However, for new as well as existing Companies, the Net Worth criteria can also be met as on day not more than seven days prior to the date of submission of RfS by the bidder Company. To demonstrate fulfilment of this criteria, the bidder Company shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date not more than seven days prior to submission of RfS along with a certified copy of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow statement supported with Bank statement.

A foreign company can participate on standalone basis or as a member of consortium at RfS stage. Before signing of PPA, it has to form an Indian Company registered under the Indian Companies Act.

The Bidder may seek qualification on the basis of financial capability of its Parent and / or its Affiliate(s) for the purpose of meeting the Qualification Requirements.

**Note:**

- 1. *For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net Worth will be calculated using bills selling exchange rate (card rate) USD / INR of State Bank of India prevailing on the date of closing accounts for the respective financial year as certified by the bidder's banker. For currency other than USD, bidders shall convert such currency into USD as per exchange rates certified by their banker prevailing on the relevant date and used for such conversion.***
- 2. *Net worth requirement for each bidder shall be applicable on the cumulative value of all the projects allotted to that bidder out of full quantity of 3000 MW under this scheme (NSM Phase II Batch II Tranche I). For example if an agency is selected for 100 MW of project under this scheme and the same bidder wants to participate in another tender for 150 MW under the same scheme, then at the time of quoting for second tender the bidder should have a minimum net worth of Rs. 375 Cr [Rs. 1.5 Cr X (100+150)]. However his whole net worth shall be considered for each tender till no project is awarded to that bidder. Once any project is awarded to that bidder, the amount of net worth required to meet Qualifying Requirements for awarded project shall be deducted from the net worth of that bidder for evaluation of qualifying requirement for another***

**tender. However the bidder is free to update his net worth for any tender only at the time of bidding.**

**a) Existing Companies:**

**For companies incorporated on or before 01.04.2010:**

The computation of Net Worth shall be based on unconsolidated audited annual accounts of the Company. For the purpose of the computation of Net Worth, the last four financial years shall be considered. The Bidder Company would thus be required to submit annual audited accounts for the last four financial years i.e., 2010-11, 2011-12, 2012-13 and 2013-14, (or Calendar Years 2010, 2011, 2012 and 2013 or the accounting years as adopted by the Company and acceptable as per the laws of the respective Country) indicating the year which should be considered for evaluation, along with a certificate from the Chartered Accountant to demonstrate the fulfilment of criteria;

**For companies incorporated after 01.04.2010:**

The bidder Company would be required to submit the annual audited accounts for all the Financial Years starting from the financial year in which the company was incorporated and till the financial year ended 31<sup>st</sup> March 2014 (or starting from the first accounting year, after incorporation until 2013, as adopted by the company and acceptable as per the laws of the respective country) indicating the year which should be considered for evaluation, along with a net worth certificate from a Chartered Accountant to demonstrate fulfilment of the criteria. Further Bank statement starting from Day 1 of incorporation of the Project Company (if incorporated within six months prior to submission of RfS application) or starting from the date six months prior to submission of RfS application upto the RfS application date has also to be submitted.

**b) For Bidding Consortium:**

If the response to RfS is submitted by a Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For computation of Net Worth of members, methodology as provided in para B (i) above shall be followed.

Any Consortium, if selected, shall for the purpose of sale of power to NTPC, incorporate a Project Company with equity participation by the Members in line with Consortium Agreement (to be submitted along with RfS) before signing the PPA with NTPC i.e. the Project Company incorporated shall have the same Shareholding Pattern as given at the time of RfS. This shall not change till the

signing of PPA and the Controlling Shareholding (held by the Lead Member holding more than 50% of the voting rights) shall not change from the RfS application date till one year after the Commercial Operation Date (COD) of the Project. However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder including Lead Member) after signing of PPA, the arrangement should not change the status of the Controlling Shareholder and the lead member in the Project Company at least up to one year after the COD of the Project. Further, such change in shareholding would be subject to continued fulfillment of the financial and technical criteria, by the Project Company.

c) **Infusion**

Minimum paid up share capital will be Rs. 1.2 crore per MW. 20% of the paid up share capital shall be infused at the time of signing of PPA and 50% at the time of Financial Closure and shall be supported with the relevant bank statements. Remaining will have to be infused before commissioning.

In case, any Company is selected for developing more than one Solar PV Projects, the Company will have to meet the total Net Worth requirement for all the Projects selected and submit the proof for the same again within one month from the date of issue of Letter of Intent before entering into PPA.

**Note:**

*i. The Bank statement starting from the date of submission of RfS till date will also be required to be submitted at the time of signing of PPA. A copy of Return filed with Registrar of Companies (ROC) for registering the shareholding and its terms & conditions must also be submitted at the time of submission of RfS and before signing of PPA.*

*ii. It is not necessary to have the Technology partner at RfS stage. Further it is also not necessary for the Technology partner to have an equity stake in the Bidding Company/Consortium.*

### **3.9 Technical Criteria and Connectivity with the Grid**

#### **3.9.1 Technical Criteria**

This scheme provides for deployment of only Solar PV Technology projects. However, the selection of the projects would be technology agnostic and crystalline silicon or thin film or CPV, with or without trackers can be installed. The Bidder shall deploy commercially established and operational technologies to minimise the technology risk and to achieve commissioning of the Projects. Detailed technical parameters for Solar PV Projects to be selected are specified at **Annexure - 1.**

The developer has the option of Leasing Solar Plant Equipments from Foreign Parent/Affiliate.

### 3.9.2 Connectivity with the Grid

- (i) The Solar Power Plant should be designed for inter-connection with the Pooling Substation at the Solar Park through dedicated transmission line / cable at voltage level of 33kV.
- (ii) The entire cost of Transmission from the Project up to the interconnection point located inside pooling station including cost of construction of line, losses etc. (as applicable) will be borne by the Project Developer and will not be reimbursed by NTPC or met by the STU / CTU / DISCOMs.
- (iii) The Solar Power Developer shall not be entitled to any deemed generation in case of any delay in connectivity to the Project.
- (iv) SPIA will provide inter connection facility close to the Solar Park at specified voltage. The developer will have to connect to that point at his cost.
- (v) STU/CTU shall endeavor to match the commissioning of the transmission system with the commissioning of the solar projects.

### 3.10 Domestic Content Requirement (DCR)

Out of 500 MW, one project of 350 MW capacity is offered under OPEN category and 3 projects of 50 MW each are offered under DCR category. Under DCR category it will be mandatory for all the Projects to meet following condition: -

In case of crystalline Silicon technology, all process steps and quality control measures involved in the manufacture of the Solar Cells and Modules from P-type (or N-type) wafers till final assembly of the Solar Cells into Modules shall be performed at the works of PV manufacturers in India. The requisite P-type (or N-type) wafers and other raw materials can be imported.

In case of Thin-film technologies, the entire Modules assembly comprising of Thin-film Solar Cells shall be manufactured in India. The starting substrate (without any semiconductor junction) and other requisite raw materials can be imported.

### 3.11 Short-listing of Bidders for Opening of Financial Bids

NTPC shall evaluate only those responses to RfS, which are submitted on-line on the earmarked website by the due date and time. The responses will be evaluated based on the Qualification Requirement and all the responses meeting the Qualification Requirements shall be considered for opening of their Financial Bid (first round tariff bid).

### 3.12 Selection of Solar Power Developers

- 3.12.1 The **Bench Mark Levellised Tariff** has been kept as **Rs.7.04/kWh** and **Rs.6.35/kWh** with Normal rate of Depreciation and Accelerated rate of

Depreciation respectively considering CUF @19% as per RE Tariff Regulation notified by CERC for determination of Generic Levellised tariff for Solar-PV Power Plants for **Financial Year 2015-16**. However, Bidders to note that CERC approved applicable Tariff as on the last date of receipt of financial bid by NTPC will prevail for subsequent reverse auction for finalising the levellised Tariff for the selected projects.

**3.12.2 The bidder can quote either under OPEN or DCR category or both. The bidders will have to submit bids quoting a fixed levellised tariff for entire project duration of 25 years clearly indicating whether their quoted tariff is with Accelerated rate of Depreciation or without Accelerated rate of Depreciation under OPEN and/or DCR category.** This will be the “First Round Tariff Bid” of the Bidder after which the shortlisted bidders shall be invited for the Reverse Bid Auction under each category i.e OPEN and DCR Category.

**3.12.3** The tariff bid cannot be higher than the Benchmark levellised Tariff on the last date of financial bid submission as may be fixed by the Central Electricity Regulatory Commission (CERC).

The developers shall have to take into account this benchmark tariff for working out and quoting first round tariff bid for their selection as the qualified short-listed bidder for participation in the Reverse Auction Process.

**3.12.4 Methodology for Selection of Solar Project Developers (SPDs): -**

**The evaluation of bids received under First round Tariff Bid as well as Reverse Auction shall be done separately and independently for OPEN category and DCR category. The methodology to be adopted for selection of SPDs is mentioned below.**

**3.12.4.1** All the bidders will be required to submit online bids (e-bids) on the electronic platform of M/s TCIL. The bidders will be shortlisted by ‘Single Stage – Two Envelope’ bidding process followed by reverse auction among shortlisted bidders.

**Documents to be submitted Offline**

Following documents are to be submitted offline in a sealed envelope at NTPC Office EOC - Noida on or before the end date and time of bid submission: -

- i. Instrument towards Processing Fee;
- ii. Bank Guarantee towards EMD (in original) as per **Clause 3.24**;
- iii. Original Power of Attorney
- iv. Original Integrity Pact (Details mentioned in **Clause 3.34** below) signed by Authorized representative of Bidder.
- v. Certificate of Compliance as per **Format 6.13**.

vi. **Certificate towards compliance of Fraud Prevention Policy as per Format 6.14**

The first envelope (Technical Bid) of only those bidders will be opened by NTPC whose above documents are received before the end date and time of bid submission. If any of these documents are received by NTPC after the bid submission deadline specified by NTPC, the same shall be rejected and returned unopened if super-scribed properly, to the Bidder.

**First Envelope (Technical Bid)**

In the first envelope the bidders will be required to submit the documents related to Qualifying Requirements and other required documents.

Excel Sheet No. NTPC/2015-16/NSM/TI/AP/02 has been uploaded by NTPC along with RfS document on TCIL website. Bidders have to download this excel sheet and upload the same (in .xls or .xlsx format only) after filling all the required information. **The bidders may note that in case of any contradiction between the information contained in the Excel Sheet and the Technical bid, the details of the Technical bid will prevail. Further First Envelope containing Technical Bid and Excel Sheet must not contain any information relating to Financial Bid to be submitted online in Second Envelope.**

**Second Envelope (Financial Bid)**

In the second envelope bidder will be required to submit "first round tariff bid" and declare whether they would be availing the Accelerated Depreciation (AD) or not. If they declare that they would avail AD, then the benchmark tariff for them would be CERC notified tariff for AD. For others the benchmark tariff would be CERC notified tariff for non-AD..The 'first round tariff bid' shall not be greater than CERC Benchmark Tariff. Those bids, whose First Round Tariff Bid is higher than their respective Benchmark Tariff, shall be rejected.

Second Envelope (containing first round tariff bid) of only those bidders shall be opened who are found to be technically qualified. After evaluation of technical bid, if a bidder is found to be qualified for lower number of Projects than that applied, the Price quoted by the bidder (i.e. first round tariff) in the Second envelope will be considered valid for lower number of Projects and the bidder will have to accept the lower number of projects than applied for, if found successful after closing of Reverse Auction.

**3.12.4.2 Reverse Auction**

**Intimation of Date and Time of Reverse Auction:**

At-least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by email to all bidders whose technical bids have been opened. However from this advance intimation it shall not be construed by the bidders that they have been short-listed for Reverse Auction. Further at-least two hours before the schedule start

time of reverse auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders who have been short-listed based on the criteria mentioned at **clause 3.12.4.3**. A separate email will also be issued by NTPC to shortlisted bidders informing the start time of reverse auction along with number of projects for which they are qualified. Short-listed bidders for Reverse Auction will be able to login into the TCIL website of reverse auction 15 minutes before the start time of reverse auction.

#### **3.12.4.3 Ranking and Short-listing of bidders for Reverse Auction:**

All those bidders who are found to be technically qualified, will be ranked according to the quoted first round tariff bid separately for OPEN and DCR category, with highest ranking (Rank 1) to that bidder who has quoted the lowest first round tariff bid and so on.

If the first round tariff bid is same for two or more bidders, then the bidder with higher net worth shall be given higher ranking. In case the net worth of bidders are also same, then relative ranking shall be decided through draw of lots.

Out of all qualified bidders, short-listing will be done for Reverse Auction as under:

50% of the qualified bidders subject to a minimum limit of 7 bidders for one project of 350 MW under OPEN category, and 15 bidders for 3 x 50 MW block under DCR category shall be short-listed for participation in Reverse Auction in respective categories. If total number of qualified bidders is less than minimum limit as specified above, all bidders shall be invited for Reverse Auction other than two lowest ranked bidders based on First Round Tariff bid i.e. two bidders quoting the highest first round tariff (i. e. H1 and H2 ) for respective categories. For the purpose of determination of the two lowest Ranked bidders, if there is a tie among two or more bidders based on First Round Tariff Bid, the bidder with the lowest net worth among these bidders will be considered having lowest rank than the other bidder(s).

At the start of the reverse auction process, the first round tariff bid along with the qualified no. of Project(s) (lower of the applied projects or technically qualified for as per Net Worth criteria) of short-listed bidders shall be fed as their first quoted tariff and Project(s). The minimum decrement value for Reverse Auction is 0.01 INR i.e. one paisa.

Bidders can quote any value lower than their quoted tariff. However no upward revision of quoted tariff will be allowed. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff by any number of decrements. **Further in Reverse Auction no revision in number of Project(s) for which a bidder is considered qualified after evaluation of technical bid is allowed.** The bidder shall not have the option of changing the number of projects while quoting tariff.

The initial auction period will be of one (01) hour with a provision of auto extension by eight minutes from the scheduled/extended closing time if any



fresh bid is received in last eight minutes of auction period or extended auction period. If no valid bid is received during last eight minutes of auction period or extended auction period, the reverse auction process will get closed.

During the reverse auction, the following information will be displayed in the bidder's bidding window:

1. His First Round Tariff Bid as their Start Price initially and there after last quoted price and number of Projects for which he is qualified,
2. The list of last quoted price (i.e., Last Bid Value) along with qualified number of projects of all bidders with their Pseudo Identities and their time of quote.

#### 3.12.4.4 **Selection of Successful Bidders**

After the reverse auction is closed for OPEN category, the successful bidder shall be awarded the project of 350 MW capacity. After closing of reverse auction for DCR category bucket filling will be done for three projects of 50 MW each based on the ranking of bidders and number of qualified Projects. The lowest quoting bidder will be allotted its qualified no. of Project(s) and then, next higher bidder will be allotted its qualified no. of Project(s) and so on, at their respective last quoted tariff till the offered no. of Projects is fully allotted in DCR category. In case of tie among two or more bidders (i.e. their last quoted tariff being same), they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.

In case of DCR category, if the number of Projects offered by last selected bidder is higher than the number of Projects to be selected for meeting the cumulative capacity of all the Projects under the RfS, the number of Projects of last selected bidder shall be reduced so as to meet the cumulative capacity of all the Projects to be selected under the RfS in DCR category.

A detailed auction mechanism is enclosed at **Annexure - 5**.

In all cases, NTPC decision regarding selection of bidders through Reverse Auction or otherwise based on First Round Tariff bid or annulment of tender process shall be final and binding on all participating bidders.

At the end of selection process, a Letter of Intent (LoI) will be issued to all the successful Bidders.

#### **Note:**

- 1 - The Selected Project Developers will be required to submit a copy of the audited annual accounts along with tax audit report supplemented with calculation of Depreciation and a copy of Income Tax return for the first 05 years from Commercial Operation Date (COD) of the 1<sup>st</sup> Unit of the Solar Power Project Company. If at any stage after COD it is found that instead of Normal Rate of Depreciation (based on which the Solar Power Project Company was selected) the Solar Power Project Company is claiming Accelerated Rate of Depreciation as per

the Income Tax Act 1961, and if the awarded tariff is more than CERC Benchmarked Tariff for Accelerated Rate of Depreciation, then (i) the applicable Tariff of the Solar Power Project shall stand changed to the lowest awarded tariff to the selected bidder(s) claiming Accelerated Depreciation from the COD. (ii) if no bidder gets selected with tariff claiming accelerated depreciation then the tariff shall stand changed to CERC Benchmarked Tariff for Accelerated Rate of Depreciation from the COD and the necessary recovery will be made..

- 2 - NTPC reserves the right to verify the documents furnished by the bidders at the time of submission of RfS including availability of the Net Worth to the extent claimed in the RfS with the original documents and bank statements and the shareholding of the Project Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation upto the expiry of PPA .

Before signing the PPA, NTPC may ask the bidders to furnish the audited balance sheet of the previous month end along with complete Bank Statement starting from day 1 of submission of RfS till date along with a copy of the documents submitted with Registrar of Companies which became due during this period. If at this stage it is found that the documents furnished by the bidders during RfS are misleading or misrepresented in any way then the EMD shall be forfeited and the agency shall be blacklisted for an appropriate period decided by NTPC.

### 3.13 Allotment of plot in Solar Park

The selected SPDs shall have to set up Solar Power Projects at Plot Nos. P11 to P20 as indicated on Gani-Sakunala Solar Park Layout Plan (Annexure-6). However the Plot Nos P11, P12 and P13 are earmarked for projects to be set up under DCR category. One block of remaining Plots (P14 to P20) are earmarked for projects to be set up under Open category.

The list of selected bidders along with their allotted Plot Nos. (to whom Lol will be issued) will be provided to SPIA for allotment of plots inside the Solar Park. The methodology for allotment of Plots to Selected bidders is mentioned below: -

#### 3.13.1 Methodology for allotment of Plots: -

The entire layout of Solar Park (as provided by SPIA) is enclosed at **Annexure-6**, wherein the details of different plots inside the solar park are shown. The block containing Plot Nos. P14 to P20 shall be allotted to the successful bidders under open category. For allotment of plots to successful bidders under DCR category the methodology to be adopted is detailed below:

Each plot offered under DCR category has been identified with a unique Plot No (eg. P11, P12 and P13). The bidders will be required to mention their preference of plot in the decreasing order of their choice along with their technical bid in the **Format 6.10**.

The list of selected bidders to whom LOI will be issued as mentioned in above Clause will be allotted plots inside the solar park based on the choice furnished as per **Format 6.10** in the following manner: -

The selected bidders quoting the lowest tariff (i.e. first in the list) will be allotted the plot first as per the first choice furnished in **Format 6.10**. After allocating the plot to first bidder, next bidder (i.e. second in the list) will be allotted his choice from the remaining unallocated plots and so on till all the plots are allocated.

If the bidder(s) submit incomplete choices as per Format 6.10 or do not fill any choice in Format 6.10, then bidders who have filled their plot choices will be allotted the plot first as per the methodology specified above. The remaining plots will then be allotted to those bidders who have submitted incomplete or did not fill their choice by draw of lots.

### **3.14 Power Purchase Agreement (PPA)**

A copy of Power Purchase Agreement to be executed between NTPC and the Selected Bidder(s) is enclosed at **Annexure - 3**. The PPA shall be executed within one month of the date of issue of Letter of Intent. Separate PPA will be executed between NTPC and SPD for each Project. The PPA shall be for a period of 25 years from the date of CoD.

The developers will be free to reconfigure and repower their plants from time to time during the PPA duration. However, NTPC will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per MNRE guidelines.

The developers would be free to sale any Excess power generated (beyond agreed energy quantum in PPA) in the open market. However, if agreed by the Discoms, NTPC would be purchasing such excess generation at a notional Support Price of Rs.3 per kWh only.

Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Solar Power Developer and NTPC.

### **3.15 Submission of Response to RfS by the Bidder**

The bidder is requested to submit the following documents in originals to the under mentioned address in a Sealed Envelope before end date and time of submission of Bid.

*AGM (CS-RE) / Manager (CS-RE)*  
**NTPC Limited**  
*Renewable Energy - Contract Services,*  
*Engineering Office complex, NTPC Ltd.,*

A 8A, Sector 24, NOIDA,  
UP 201301

**The envelope shall bear (Solar PV Power Project – Gani-Sakunala Solar Park Phase-II, Andhra Pradesh), the RfS No. and the words ‘DO NOT OPEN BEFORE’ (due date &time).**

1. Processing Fee in the form of Demand Draft of requisite amount in favour of “NTPC Limited” payable at Noida/New Delhi.
2. Bank Guarantee towards EMD as per **Format 6.3 A**.
3. Duly signed Original Integrity Pact
4. Original Power of Attorney in favour of person Authorized by the Board to submit the response against RfS document.
5. Certificate of Compliance as per **Format 6.13**.
6. Certificate towards compliance of Fraud Prevention Policy as per **Format 6.14**

The response to RfS shall be submitted electronically in the method specified as per **Clause 3.19** on <https://www.tcil-india-electronictender.com> which should contain the following:

**A. First Envelope (Technical Bid):** - Bidders shall submit technical bid containing the scanned copy of following documents in SEQUENCE as mentioned below with index and page number duly mentioned on each page and in index: -

1. Covering Letter as per **Format 6.1**;
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by all the other Members of the Consortium shall be provided as per format **Format 6.2**.

In the event any Member of the Bidding Consortium (other than Lead Member) being a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

3. Board Resolutions, as per **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
  - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS;
  - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium) and authorizing a person to execute the Consortium agreement;
  - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement and
  - d. Board Resolutions from Parent and /or Affiliate (whose credentials were used in the response to RfS) of the Bidding Company / any Member of the Bidding Consortium undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of Bidding Company / Member of the Bidding Consortium to make such investment.
4. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in consortium;
5. Financial Requirements as per **Format 6.6** as applicable;
6. Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established and operational technology. Final details of same shall be submitted within 210 days of signing of PPA as per **Format 6.7**;
7. A disclosure statement as per **Format 6.8** regarding participation of any related companies in this bidding process;

8. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 6.9**;
9. Checklist for Bank Guarantee as per **Appendix – A**;
10. **Format 6.10** for Choice of Plots inside the Solar Park (applicable only if the bidder is quoting for projects under DCR category).
11. Memorandum & Articles of Association (highlighting relevant provision of Power / Energy / Renewable Energy / Solar Power Plant development), Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium along with shareholders rights and obligations filed with ROC. In case of foreign bidders having documents other than English language then all these documents shall be translated in English language by approved translator and shall be notarized by the Indian Consulate in that country.
12. Apart from above, the bidders have to upload the Excel Sheet No. NTPC/2015-16/NSM/TI/AP/02 after filling all the required information (in .xls or .xlsx format). This excel sheet has to be downloaded along with RfS document. from TCIL website.

**B. Second Envelope (Financial Bid):** - Bidders shall submit the Financial bid as per **Format 6.11a (for open category) and/or 6.11b** (for DCR category) containing the First round tariff bid (in Rs/kWh) mentioning whether the same is without Accelerated Depreciation (AD) or with AD which shall not be more than respective Bench mark Tariff of Rs.7.04/ kWh and Rs.6.35/kWh. The first round tariff bid shall also be filled online in the electronic form provided at the TCIL portal. The Bidder has to accept that the quoted first round tariff bid is valid for number of projects qualified for even if the number of projects qualified for is less than the number of projects quoted for.

First round tariff bid (in Rs/kWh) shall be quoted upto two places of decimal only. If first round tariff bid is offered with more than two digits after decimal, it shall be truncated and considered upto two places of decimal (in Rs./kWh).

In case, Option of type of Tariff (whether on Normal Rate of Depreciation or at Accelerated Rate of Depreciation) is also not indicated in Format 6.11, then the same shall be considered as tariff with “Normal Rate of Depreciation”.

**3.16** Wherever information has been sought in specified formats, the Bidders shall fill-in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

Any document submitted in format other than that specified in this RfS document may call for rejection of bid.

**3.17 The Bidder should note that:**

- a. The bidder may be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of **Clause 3.12**.
- b. If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong/misleading statement or misrepresents facts in its response to RfS, in any manner whatsoever, NTPC reserves the right to reject such response to RfS and/or cancel the Letter of Intent, if issued and the Bank Guarantee provided upto that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the response to RfS submitted online with TCIL website.
- c. If the event specified at 3.17 (b) above is discovered after the Effective Date of PPA, consequences as specified in PPA shall apply.
- d. Response submitted by the Bidder shall become the property of NTPC and NTPC shall have no obligation to return the same to the Bidder.
- e. All documents of the response to RfS submitted online must be digitally signed by the person authorised by their respective Boards on behalf of the Bidder as per **Format 6.4**.
- f. The response to RfS shall be submitted as mentioned in **Clause 3.15** above. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However NTPC reserves the right to seek additional information or clarifications from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- g. The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid.
- h. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- i. Response to RfS that are incomplete or do not substantially meet the requirements prescribed in this RfS, will be liable to rejection by NTPC.
- j. Response to RfS not submitted in the specified formats will be liable to rejection by NTPC.

- k. Bidders delaying in submission of additional information or clarifications sought by NTPC will be liable to rejection.
- l. Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of NTPC of the obligation of the Bidder to furnish the said data/information unless the waiver is given in writing.
- m. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to RfS.
- n. All the information should be submitted in English language only. In case of foreign bidders having documents other than English language then all these documents shall be translated in English language by approved translator and shall be notarized by the Indian Consulate in that country.

### **3.18 Due Date**

Bidders should submit the response to RfS online on <https://www.tcil-india-electronictender.com> as per the schedule specified at **Clause 3.4** above. No late bids will be allowed.

### **3.19 Method of Submission**

Detail instructions to be followed by the bidders for online submission of response to RfS is as stated at **Annexure - 4**.

### **3.20 Validity of the Response to RfS**

The Bidder shall submit the response to RfS which shall remain valid up to One Hundred Eighty (180) days from the last date of submission of response to RfS ("Bid Validity"). NTPC reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement. In exceptional circumstances, NTPC may solicit the Bidder's consent to an extension of the initial bid validity period. The request and responses thereto shall be made in writing by email or post or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request. In such case NTPC will not forfeit its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.

### **3.21 Preparation cost**

The Bidder shall be responsible for all the costs associated with preparation and submission of the response to RfS, attending training program and participation in discussions and attending pre-bid meeting(s), etc. NTPC shall not be responsible,



in any way, for such costs, regardless of the conduct or outcome of the bid process.

### 3.22 Enquiries/Clarifications

#### a. Pre-Bid Meeting

- i. Clarifications/ Doubts, if any, on RfS document may be addressed to AGM (RE-CS) at the address mentioned below on or before the date as mentioned in the **Clause 3.4** above.
- ii. NTPC will make all efforts to respond to the same in the Pre Bid Conference to be held as per **Clause 3.4** above at Engineering Office complex, NTPC Ltd., A 8A, Sector 24, NOIDA, UP 201301. A compiled list of such questionnaire and NTPC's response will be uploaded in the website <https://www.tcil-india-electronictender.com>. All are requested to remain updated with the website. No separate reply/intimation will be given elsewhere.
- iii. Enquiries/ clarifications may be sought by the Bidder from:

|   |   |
|---|---|
| <u>Name &amp; Address of the Authorised Person of NTPC:</u><br>Additional General Manager (RE-CS)<br>NTPC Limited<br>Renewable Energy - Contract Services,<br>Engineering Office complex, NTPC Ltd., A 8A,<br>Sector 24, NOIDA, UP 201301 | Tel: +91-120 – 2410722 / 4948149<br>Fax: +91-120 – 2410251<br>Email: nsmsolarap1@ntpc.co.in |
|---|---|

### 3.23 Right of NTPC to reject a Bid

NTPC reserves the right to reject all or any of the response to RfS or cancel the tender or annul the bidding process at any stage without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the NTPC's action.

### 3.24 Bank Guarantees

The Bidder shall provide the following Bank Guarantees to NTPC from any of the Banks listed at Annexure - 2 in a phased manner as detailed hereunder:

- i) Earnest Money Deposit (EMD) of Rs. 10 Lakh/MW in the form of Bank Guarantee (valid for a period of 240 days from technical bid opening date) as per **Format 6.3A**. Scanned copy of Bank Guarantee towards EMD is to be submitted along with response to RfS in First Envelope (Technical Bid). However, the Bank

Guarantee towards EMD (in original) in a sealed envelope is to be submitted in NTPC Office at NOIDA on or before bid submission date and time.

- ii) Total Performance Bank Guarantee (PBG) of Rs. 30 Lakh/MW for each project at the time of signing of PPA are to be submitted to NTPC as per Format 6.3 B. The PBG should be valid for a period of 19 months from the date of signing of PPA. Performance Bank Guarantee (PBG) @ Rs.30lakh/MW (to be submitted at the time of signing of PPA) shall be submitted in 03 Bank Guarantee in the ratio of 20%, 40% & 40%. (Example - If total Performance Guarantee value is Rs.3.00 Cr. Then 03 BGs of value Rs.0.60Cr, Rs.1.20 Cr & Rs.1.20 Cr are to be submitted. On receipt and after verification of the Total Performance Bank Guarantee in acceptable form, the earlier Bank Guarantee towards EMD would be returned to the Bidder.
- iii) Selected SPDs will have to submit a separate PBG of 10% of the total PBG amount (Rs 3.0 lakh/MW) to SPIA while signing an Implementation Support Agreement with SPIA/State Agency.

*Note: In case any extension is given to the Project, the corresponding extension needs to be made in the validity of PBGs.*

Bank Guarantees issued by foreign branch of a Bank from bank list given in Annexure-2 is to be endorsed by the Indian Branch of the same bank or State Bank of India.

The EMD of unsuccessful bidders shall be released within fifteen days of the issue of LOI to successful Bidders.

The Bank Guarantees have to be executed on non-judicial Stamp paper / e-stamp paper of appropriate value, as per Stamp Act .The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, check-list at **Appendix – A** has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees. Bidders have to submit the above check list duly filled in along with Bank Guarantee.

### 3.25 Forfeiture of EMD

The EMD shall be forfeited in following cases:

- a) If the bidder / his representatives commit any fraud while competing for this contract pursuant to “Fraud Prevention Policy” of NTPC mentioned at its website;
- b) If the bidder withdraws or varies the bid during the validity of the bid;
- c) Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part into the ‘Time Locked Electronic Key Box (EKB)’ before the commencement of the online TOE of Technical Bid.
- d) In case, NTPC offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per **Clause 3.14** or does not execute the PPA within the stipulated time period;
- e) If the bidder refuses to withdraw, without any cost to NTPC, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of the RfS Document;
- f) If the bidder fails to furnish required Performance Bank Guarantee in accordance with **Clause 3.24**; and
- g) In case the bidder is disqualified from the bidding process in terms of Section 3 & 4 of Integrity Pact.

### 3.26 Minimum Paid up Share Capital to be held by the Promoter

The Company developing the project shall provide the information about the Promoters and their shareholding in the Company to NTPC indicating the controlling shareholding at the stage of submission of RfS to NTPC.

No change in the shareholding of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of response to the RfS till the execution of the PPA. However, in case the Project is being developed by a listed company, this condition will not be applicable.

The controlling shareholding shall mean more than 50% of the paid-up Share Capital in the Company / Consortium.

After execution of PPA, the controlling shareholding of the Bidding Company or Lead Member (in case of Consortium) in the Project Company developing the Project shall be maintained for a period of (1) one year after Commercial Operation Date (COD). Thereafter, any change can be undertaken under intimation to NTPC. This condition would not apply to the cases where substitution of Promoter / Controlling Shareholder is necessitated by action of and request by Leading Financial Institution / Lender.

In the event of Change in Shareholding / Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lac / Project as Facilitation Fee (non-refundable) shall be deposited by the developer to NTPC.

**Note:** - In case Bidding Company or Bidding Consortium is selected for more than one project, then separate project company may be formed for each project; however the equity commitment (in case of bidding consortium) as informed at the stage of RfS shall be maintained in all the project companies to be formed before signing of PPA with NTPC. Similarly for the Bidding Company, forming a project company with no change in Shareholding shall be permitted from the RfS stage upto PPA, but the controlling shareholding as informed at the stage of RfS shall not change upto one year after COD of the Project. An Indian company can form a Special Purpose Vehicle (SPV) for execution of the Project before signing of PPA as MNRE Guidelines.

### **3.27 Financial Closure or Project Financing Arrangements:**

The Project Developer shall report Project Financing Arrangements for the projects within 210 days from the date of signing of PPA.

The project developer would provide evidence that the requisite technical criteria as per Annexure-1 have been fulfilled and orders placed / agreements entered into, for supply of plants and equipments for the project.

At this stage, the Project Developer would also furnish, within the aforesaid period, the necessary documents to establish possession in the name of the Project Developer of the required land/ Lease Agreement (minimum 2 hectare per MW).

In this regard the Project Developer shall be required to furnish the following documentary evidences: -

- Ownership or lease hold rights (for at least 27 years) in the name of the Project Developer and possession of 100% of the area of land required for the project.
- Certificate by the concerned SPIA for the acquisition / ownership/ vesting of the land in the name of the Project Developer.
- Sworn in Affidavit from the authorized person of the developer listing the details of the land and certifying total land acquired for the project under clear possession of the Project Developer
- A certified English translation from an approved translator in case above land documents are in other than English or Hindi Languages.

In case of delay in achieving above condition as may be applicable, NTPC shall encash Performance Bank Guarantees and shall remove the project from the list

of the selected projects, unless the delay is on account of delay in allotment of land in Solar Park or by Government or delay in transmission line or Force Majeure as per PPA. An extension can however be considered, on the sole request of SPD, on payment of a penalty of Rs. 25,000/- per day per MW. This extension will not have any impact on the Scheduled Commercial Operation Date.

NTPC can extend the time for financial closure and commissioning date by upto 3 months, without any financial implications on the SPD, if there are delays in land allotment or connectivity. For any extension beyond 3 months due to above mentioned reasons, NTPC will approach MNRE, who will be authorized to decide on further extension with the approval of Secretary, MNRE.

### **3.28 Commissioning:**

#### **Part Commissioning:**

Part commissioning of the Project shall be accepted by NTPC subject to the condition that the Minimum Capacity for acceptance of first part commissioning shall be 30MW for 50 MW Project and 180 MW for 350 MW subject to balance Project Capacity thereafter. The commissioned capacity shall be considered in the steps of 10 MW. The PPA will remain in force for a period of 25 years from the date of CoD of the first part commissioning of the project.

#### **Commissioning Schedule and Penalty for Delay in Commissioning:**

In case of Solar PV, the Project shall be commissioned **within 13 months** from the date of signing of PPA. In case of failure to achieve this milestone, NTPC shall encash the Performance Guarantee in the following manner:

##### Delay up to five month:

NTPC will encash the Performance Bank Guarantee on per day basis and proportionate to the Capacity not commissioned, with 100% encashment for 5 months delay.

##### Delay beyond five month:

- a. In case the commissioning of project is delayed beyond 5 months, the Project Developer shall, in addition to encashment of Bank Guarantee, pay to NTPC the Liquidated Damages at the rate of Rs.1,00,000 / MW per day of delay for the delay in such remaining Capacity which is not Commissioned;
- b. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and payment of Liquidated Damages **shall be limited to 25 months** from the date of signing of PPA;
- c. The amount of liquidated damages worked out as above shall be recovered by NTPC from the payments due to the Project Developer on account of sale of Solar Power to NTPC in thirty (30) equal monthly instalments from first billing cycle.

In case, the Commissioning of the Project is delayed beyond 25 months from the date of signing of PPA, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected project capacity.

### **3.29 Commercial Operation Date (CoD)**

The projects commissioned during a month shall be entitled for payment of energy @Rs 3.00/kWh as infirm power till Commercial Operation Date (CoD). The Project CoD shall be considered 30 days from the actual date of commissioning. CoD is intended to match allocation and availability of thermal power for bundling. The 25 years tenure of PPA shall commence from CoD.

**3.30** In the event of any conflict of interpretation in terms and conditions between RfS document and Guidelines issued by MNRE, the same may be brought to the notice of NTPC for further action at NTPC end.

### **3.31 Corrupt or Fraudulent Practices:**

NTPC requires that Bidders, Solar Power Developers, etc. observe the highest standard of ethics during the development and operation of Solar Power Project(s). In pursuance of this policy, NTPC:

- (a) defines, for the purposes of this provision, the terms set forth below as follows :
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in the development and operation of Solar Power Project(s); and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence the bidding process or in the development and operation of Solar Power Project(s) to the detriment of NTPC, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive NTPC of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the tender in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the development and operation of Solar Power Project(s).

### 3.32 Fraud Prevention Policy:

The Bidder along with its Affiliate/Group Company/associate/collaborators/sub-contractors/sub-vendors/ consultants/service providers shall strictly adhere to the Fraud Prevention Policy of NTPC displayed on its tender website <http://www.ntpctender.com> and shall immediately apprise NTPC about any fraud or suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid as per **Format 6.14** enclosed with the RfS document. If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this tender then the bid security of the bidder shall be forfeited.

### 3.33 Contacting NTPC

- a. Except for when NTPC has sought some clarification or additional information in writing from the bidder, no Bidder or his representative shall contact NTPC on any matter relating to its bid, from the time of the opening of bids to the time the LOI is issued.
- b. Any effort by a Bidder to influence NTPC decision during the evaluation process before LOI is issued to successful bidder(s) may result in rejection of the Bidder's bid.

### 3.34 Integrity Pact

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper) as per **Format 6.12** to the RfS Documents which has been pre-signed by NTPC, and submit the same duly signed on all pages by the bidder's authorized signatory along with the bid. In case of bidder being a Consortium, the signing of Integrity Pact (IP) by all Consortium members is mandatory.

The Integrity Pact (IP) is to be submitted in hard copy along with other documents to be submitted offline as per **Clause 3.12.4.1** Bidder's failure to comply with the aforesaid requirement regarding submission of 'Integrity Pact (IP)' shall lead to outright rejection of the bid and in such case the bid shall not be opened.

#### Independent External Monitors (IEM)s :

In respect of this tender, the Independent External Monitors (IEM)s would be monitoring the bidding process and the development and operation of Solar Power Project(s) to oversee implementation and effectiveness of the Integrity Pact Program.

The following Independent External Monitor(s) (IEMs) have been appointed by NTPC, in terms of Integrity Pact (IP) which forms part of the tenders/Contracts:

- (i) Shri A.N. Tiwari (IAS, EX-CIC) Email: [antiwari@mac.com](mailto:antiwari@mac.com)

(ii) Shri V.S. Jain, (EX-Member, PSEB) Email: vsJain53@hotmail.com

This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated 'Nodal Officer' in NTPC or directly with the IEMs at following Address:

NTPC Limited EOC, "Parampara", Ground Floor A-8A, Sector-24, Noida (UP)

The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of NTPC including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors / JV partners/Consortium member with confidentiality.

GM (RE-CS) or his authorized representative shall be the Nodal Officer for necessary coordination in this regard.



## **Section 4**

# **EVALUATION CRITERIA**

## Section 4

### **4.0 EVALUATION CRITERIA**

#### **4.1 *The evaluation process comprises of the following three steps:***

1. Step I – Responsiveness check
2. Step II – Bid evaluation
3. Step III - Reverse Auction

#### **4.2 *Step I - Responsiveness check***

The electronic response to RfS submitted by the Bidder shall be scrutinized to establish “Responsiveness”. Each Bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be “Non-responsive”:

- i) Response to RfS not submitted by the due date and time.
- ii) Response to RfS submitted by a Bidding Consortium not including the requisite Consortium Agreement signed by all members
- iii) Response to RfS having Conflict of Interest
- iv) Non submission or incomplete submission of any or all of the requisite documents mentioned at **Clause 3.15**.
- v) In addition to above, any relevant document required as per RfS not submitted in prescribed format

The determination of a bid’s responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by NTPC, and may not subsequently be made responsive by the Bidder by correction of the non-conformity or rectifying the cause for Non-responsive, However NTPC may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any bidder, Non-responsive bids will be liable for rejection by NTPC. The EMD submitted against such Non-responsive bids shall be returned to the bidders.

#### **4.3 *Step II - Bid evaluation***

The evaluation of bid shall be done separately and independently for OPEN and DCR category. Bid evaluation will be carried out considering the information furnished by Bidders as prescribed under Section 6 - Formats. This step would involve evaluation of the response to RfS of the Bidding Company/ Bidding Consortium as per the provisions specified in Section 3 of this RfS. First the

evaluation of technical bid will be done. Then the financial bid (first round tariff bid) of all the qualified bidders will be opened.

After that Reverse Auction shall be conducted online for which all short-listed bidders as per methodology mentioned in **Section-3** shall be invited to participate.

#### **4.4 Step III – Reverse Auction**

The reverse auction shall be conducted on the website <https://www.tcil-india-electrionictender.com> as per detailed methodology mentioned in Section-3

The reverse auction for bidders under OPEN and DCR category shall be independent from each other.

At the end of selection process, a Letter of Intent (LOI) will be issued to all the selected Bidders.

#### **4.5** At any stage of the bidding process if a bidder is found to be qualified or successful for less number of Projects than applied for, in such cases following provisions shall apply:

- i) EMD shall not be refunded for excess project(s) applied for, until the selection process is completed or annulled or tender is cancelled. No such request for refund of EMD shall be entertained.
- ii) If the applicable Processing Fee as per number of projects qualified for is less than the paid Processing Fee. Processing Fee shall not be refunded in any case in part or full. No such request for refund of excess Processing Fee shall be entertained.
- iii) Even if the bidder is selected for less number of projects than initially applied for, EMD shall be refunded only after submission and acceptance of applicable Performance Bank Guarantee and compliance to other provisions of bidding document.

## **Section 5**

# **OTHER PROVISIONS**

## **Section 5**

### **5.0 OTHER PROVISIONS**

#### **5.1 Role of State Level Agencies**

It is envisaged that the Agency appointed by the State Govt. shall act as a State Nodal Agency, which will provide necessary support to facilitate the development of the Projects on Solar Parks with necessary infrastructure facilities. This may include facilitation in the following areas:

- (i) Coordination among various State and Central agencies for speedy implementation of projects; and
- (ii) Support during commissioning of projects.

#### **5.2 Role of State Transmission Utility**

It is envisaged that the State Transmission Utility will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:

- (i) Provide connectivity to the Solar Projects with the grid;
- (ii) Support during commissioning of projects; and
- (iii) Coordination among various State and Central agencies for evacuation of power.

#### **5.3 Role of Solar Park Implementation Agency (SPIA)**

The SPIA shall undertake the following activities to achieve the objectives of speedy establishment and implementation of Solar Park in the Host State:

- (i) Develop, plan, execute, implement, finance, operate and maintain the Solar Park;
- (ii) Identify potential site and to acquire/possess land for Solar Park;
- (iii) Carry out site related studies / investigations;
- (iv) Obtain statutory & non statutory clearances and to make area development plan within Solar Power Park;
- (v) Frame out transparent plot allotment policy and specify procedures pursuant to the relevant State policies and their amendments thereof;
- (vi) Enter into Lease agreement and give possession before Financial Closure to SPD for the entire period of the Project;
- (vii) Enter into an Implementation Support Agreement with SPDs for Land & associated infrastructure for development of the Project inside the Solar Park, Connectivity with the STU/ CTU System; and
- (viii) Handover land to developer within 3 months of signing of PPA.

While it will be the endeavor of the State Agencies /Central Agencies as described above to facilitate support in their respective area of working but nevertheless, SPDs shall be overall responsible to complete all the activities related to Project Development at its own risk and cost.

#### **5.4 Solar Park Scheme**

The provisions of Solar Park Scheme notified by the Ministry of New & Renewable Energy vide No.30/26/2014-15/NSM dated 12<sup>th</sup> December, 2014 will be applicable for the solar projects to be set up in the Solar Park.

#### **5.5 Performance Guarantee Deposit (PGD)**

Performance Guarantee Deposit of Rs. 10 lakh per MW will be raised in 2 years by deducting from payments to developers in 24 equal installments. The PGD shall be refunded to SPD without interest within three months after expiry of the 25 Years terms of PPA subject to satisfactory performance of the Project. In case the developer winds up his Project or terminates the PPA prior to the completion of 25 Years term of PPA, the PGD shall be forfeited.

## **Section 6**

# **FORMATS FOR BID SUBMISSION & ATTACHMENTS**

## **6.0 List of Formats, Appendices and Annexures**

- i. Covering Letter (Format 6.1)
- ii. Power of Attorney in favour of Lead Member (Format 6.2)
- iii. Earnest Money Deposit (EMD) (Format 6.3 A)
- iv. Performance Bank Guarantee to be submitted with NTPC (Format 6.3 B)
- v. Board Resolutions (Format 6.4)
- vi. Consortium Agreement (Format 6.5)
- vii. Financial Requirement (Format 6.6)
- viii. Technical Criteria (Format 6.7)
- ix. Disclosure statement (Format 6.8)
- x. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up (Format 6.9);
- xi. Plot Choice (Format 6.10)
- xii. Financial Bid (Format 6.11a and 6.11b)
- xiii. Integrity Pact (Format 6.12)
- xiv. Checklist for Bank Guarantee (Appendix – A);
- xv. Technical Requirement for Grid Connected Solar PV Projects (Annexure-1)
- xvi. List of Banks for issuance of BGs/ Performance Bank Guarantee (Annexure - 2)
- xvii. Copy of PPA (Annexure-3)
- xviii. Special Instructions to Bidders for e-Tendering (Annexure-4)
- xix. Terms and Conditions of Reverse Auction (Annexure-5)
- xx. Layout Plan of Gani-Sakunala Solar Park (Annexure-6)



### Format 6.1 – Format of Covering Letter

**(The covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)**

**Date:** \_\_\_\_\_  
**From :** \_\_\_\_\_ *[Insert Name and Address of Bidding Company/ Lead Member of the Bidding Consortium]*  
**Tel.#:**  
**Fax#:**  
**E-mail address:**

**To**

**NTPC Limited  
Renewable Energy - Contract Services  
3rd Floor, Engineering Office complex  
NTPC Ltd., A 8A, Sector 24  
NOIDA, UP 201301**

**Sub: Response to RfS No. NTPC/2015-16/NSM/TI/AP/02 for development of .....  
[Insert number of projects applied for] number of Grid Connected Solar PV Project(s)  
under National Solar Mission Phase- II, Batch-II, Tranche-I**

**Dear Sir,**

We, the undersigned ..... *[insert name of the 'Bidder']* having read, examined and understood in detail the RfS including Qualification Requirements in particular and PPA for supply of solar power for 25 years to NTPC, hereby submit our response to RfS. We confirm that neither we nor any of our Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS. We are submitting application for the development of solar projects as per following details:

| Sl No. | Category | Number of Projects applied*<br>(Strike out whichever is not applicable) |
|--------|----------|---|
| 01     | OPEN*    |   |
| 02     | DCR**    |   |
| 03     | TOTAL    |   |

\*only one project can be applied

\*\* Maximum three projects can be applied

Note: - All formats (from ii to xiii as per Clause 6.0 of section 6) are filled separately along with separate EMD for each project.

1. We give our unconditional acceptance to the RfS, No. NTPC/2015-16/NSM/TI/AP/02 and PPA attached thereto, issued by NTPC. In token of our acceptance to the RfS &

PPA, the same have been digitally signed by us and submitted with the response to RfS. We confirm and undertake that the PPA shall be executed as per the provisions of the RfS and provisions of PPA shall be binding on us. Further, we confirm that the Project(s) shall be commissioned within the schedule stipulated in the RfS i.e. within 13 months of the date of signing of PPA.

2. **Earnest Money Deposit (EMD)** : - The details of BGs submitted towards EMD are as follows:

(Bidder to submit separate EMDs for projects under Open and DCR Categories)

| Sl. No. | Category | Total Capacity (MW) | No. of Project(s) | EMD BG Details | Amount of BG (Rs.) |
|---------|----------|---------------------|-------------------|----------------|--------------------|
| 1       | OPEN*    |                     |                   |                |                    |
| 2       | DCR**    |                     |                   |                |                    |

\*only one project can be applied

\*\* Maximum three projects can be applied

3. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats. We hereby withdraw any deviation, conditions whether mentioned explicitly or not in our response to this RfS without any cost to NTPC.

#### 4. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by the NTPC in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive any and all claims in respect of this process.

#### 5. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS and execute the PPA and development of Grid Connected Solar PV Project(s) in the event of our selection as Successful Bidder.

6. We are enclosing herewith our response to the RfS with formats duly digitally signed as desired by you in the RfS for your consideration.
7. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS and subsequent communications from the NTPC.

8. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

We confirm that all the terms and conditions of our Bid are valid for a period of upto and including one hundred and eighty (180) days from the last date of submission of response to RfS unless extended by us on your request and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

9. We hereby understand and confirm that NTPC reserves its right to verify the documents furnished by us at the time of submission of RfS including availability of the Net Worth to the extent claimed in the RfS with the original documents and bank statements and the shareholding of the Project Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation upto the expiry of PPA.

Further we confirm that in line with **Clause 3.12** of RfS document, we shall furnish before signing the PPA the audited balance sheet of the previous month end along with complete Bank Statement starting from date of submission of RfS along with a copy of the documents submitted with Registrar of Companies which became due during this period.

We understand and confirm that if the aforesaid documents furnished by us are found to be misleading or misrepresenting in any way, NTPC shall be free to take appropriate action including forfeiture of EMD and blacklisting us for an appropriate period decided by NTPC.

10. We, hereby, declare that only the persons or firms interested in this bid as named here and that no other persons or firms other than those mentioned herein have any interest in this bid or in the PPA to be entered into, if we are selected and that this bid is made without any connection with any other person, firm or party likewise submitting a bid, is in all respects for and in good faith, without collusion or fraud.

11. Contact Person

Details of the contact person are furnished as under:

Name : .....  
Designation : .....  
Company : .....  
Address : .....  
Phone Nos. : .....  
Fax Nos. : .....  
E-mail address: .....

12. We confirm that we have understood that AP Solar Power Corporation Ltd., Hyderabad is the Solar Park Implementation Agency (SPIA) involved for overall implementation of GANI-SAKUNALA Solar Park Phase-II in Andhra Pradesh and that we shall approach them directly for allotment of land, timelines for availability,

possession and connectivity for the Project(s) allotted to us, if any and that NTPC shall not in any way, directly or indirectly, be responsible and liable for these matters. In this regard we further confirm that we have examined and understood the Section-5 of the RfS documents regarding role of various State Government Agencies /State transmission Utilities, etc.. We also confirm that we have understood that while it will be the endeavor of the State Agencies /Central Agencies to facilitate support in their respective area of working but nevertheless, WE shall be overall responsible to complete all the activities related to Project Development at our own risk and cost.

13. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA, and consequent provisions of PPA shall apply.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.15 A (3) (a))

**Format 6.2 – Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member**

**POWER OF ATTORNEY**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

KNOW ALL MEN BY THESE PRESENTS THAT ..... *[Name of the Consortium member company]* having its registered office at ....., .....and ..... *[Name of the Consortium member company]* having its registered office at ....., *(Insert names and registered offices of all Members of the Consortium)* the Members of Consortium have formed a Bidding Consortium named ..... *[Insert name of the Consortium if finalized]* (hereinafter called the 'Consortium') vide Consortium Agreement dated..... (copy enclosed) and having agreed to appoint .....*[Name & Address of the Lead Member Company]* as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of .....and having its Registered /Head Office at .....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS and to participate in subsequent bidding process (in the event of short-listing as a qualified bidder). We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS and if required, to participate in subsequent bidding process.
- ii) To do any other acts or submit any information and documents related to the above response to RfS, if required.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF ..... *[Name of member consortium Company]*, as the Member of the Consortium have executed these presents on this..... day of .....under the Common Seal of our company.

For and on behalf of Consortium Member  
M/s.....

-----

(Signature of person authorized by the Board)

(Name  
Designation  
Place:  
Date:)

Accepted

-----

(Signature, Name, Designation and Address  
of the person authorised by the board of the Lead Member)

Attested

-----

(Signature of the executant)

-----

(Signature & stamp of Notary of the place of execution)

Place:-----  
Date:-----

**Note:** - Lead Member in the Consortium shall have the controlling shareholding of more than 50% in the bidding Consortium.

### **Format 6.3 A – Format for BG for Earnest Money Deposit**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ---- *[Insert name of the Bidder]* (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Solar-PV Power Project of the capacity of ..... MW, at ..... *[Insert location of the Solar Park]* in the State of ..... *[Insert Name of the State]* of National Solar Mission Phase - II for supply of power there from on long-term basis, in response to the RfS dated \_\_\_\_ issued by NTPC Limited (hereinafter referred to as 'NTPC') and NTPC considering such response to the RfS of .....*[Insert the name of the Bidder]* as per the terms of the RfS, the \_\_\_\_\_ *[insert name & address of the Bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to NTPC having Registered Office at NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, New Delhi – 110003 forthwith on demand in writing from NTPC or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees ----- *[Insert amount not less than that derived on the basis of Rs. 10 Lakh per MW of capacity proposed]* only, on behalf of \_\_\_\_\_ *[Insert name of the Bidder]* .

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ *[Insert date of validity in accordance with clause 3.24 of this RfS]* and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective Agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ *[insert date of validity in accordance with clause 3.24 of this RfS]*. NTPC shall be entitled to invoke this Guarantee till \_\_\_\_\_ *[insert date of validity in accordance with clause 3.24 of this RfS]*.

The Guarantor Bank hereby agrees and acknowledges that the NTPC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NTPC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NTPC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- *[Insert name of the Bidder]* and/or any other person. The Guarantor Bank shall not require NTPC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NTPC in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NTPC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by NTPC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to NTPC and may be assigned, in whole or in part, (whether absolutely or by way of security) by NTPC to any entity to whom NTPC is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_ *[Date to be inserted on the basis of Clause 3.24 of this RfS]*. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NTPC serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_ *[Insert Name of the Bank]*

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_



### Format 6.3 B – Format for Performance Bank Guarantee

(Note: - For each project Total Performance Guarantee (including conversion of EMD @ 10 Lakh/MW is to be submitted in 3 Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% value.)

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

In consideration of the ----- *[Insert name of the Bidder]* (hereinafter referred to as selected Solar Power Developer) submitting the response to RfS inter alia for selection of the project of the capacity of ..... MW, at .....*[Insert name of the place]* under National Solar Mission Phase-II Tranche-I, Batch II, for supply of power there from on long term basis, in response to the RfS dated \_\_\_\_ issued by NTPC Limited (hereinafter referred to as NTPC) having Registered Office at NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, New Delhi – 110003 and NTPC considering such response to the RfS of .....*[insert the name of the selected Solar Power Developer]* (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the developer and issuing Letter of Intent No ----- Dated \_\_\_\_ to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power *[from selected Solar Power Developer or a Project Company, ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]*. As per the terms of the RfS, the \_\_\_\_\_ *[insert name & address of Bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to NTPC at *[Insert Name of the Place from the address of the NTPC]* forthwith on demand in writing from NTPC or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees----- [Total Value] only, on behalf of \_\_\_\_\_ *[Insert name of the selected Solar Power Developer / Project Company]*

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ NTPC shall be entitled to invoke this Guarantee till \_\_\_\_\_.

The Guarantor Bank hereby agrees and acknowledges that the NTPC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NTPC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NTPC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- *[Insert name of the selected Solar Power Developer / Project Company as applicable]* and/or any other person. The Guarantor Bank shall not require NTPC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NTPC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NTPC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company, to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by NTPC or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to NTPC and may be assigned, in whole or in part, (whether absolutely or by way of security) by NTPC to any entity to whom NTPC is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NTPC serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_ [Insert Name of the Bank] \_\_\_\_\_

Banker's Stamp and Full Address.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

Notes:

1. *The Stamp Paper should be either in the name of the Executing Bank or the party on whose behalf the BG has been issued.*
2. *The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.*

### **Format 6.4 –Format for Board Resolutions**

The Board, after discussion, at the duly convened Meeting on ..... *[Insert date]*, with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/ Companies Act, 2013 (*delete the other which is not applicable*), passed the following Resolution:

- 1. RESOLVED THAT** Mr./Ms. ...., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS for the Project, 'Selection of Grid Connected Solar Photo Voltaic Projects under Batch-II, Tranche I of NSM Phase-II in the State of ..... *[Insert Name of the State]* in India, including signing and submission of all documents and providing information / response to RfS to NTPC, representing us in all matters before NTPC, and generally dealing with NTPC in all matters in connection with our bid including participation in Reverse Auction for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
  
- 2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956/ Companies Act, 2013 (*delete the other which is not applicable*) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

**[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided by the each Member of the Bidding Consortium including Lead Member such that total equity commitment is 100%]**

**FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 / Companies Act, 2013 (*delete the other which is not applicable*) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest (----%) equity *[Insert the % equity commitment as specified in Consortium Agreement]* in the Project. **(To be provided by the each Member of the Bidding Consortium including Lead Member such that total equity commitment is 100%)**

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to participate in consortium with -----*[Insert the name of other Members in the Consortium]* and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**

And

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated ..... executed by the Consortium as per the provisions of the RfS. **[To be passed by the Lead Member and other members of the Bidding Consortium]**

3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. .... *[Insert name of Bidding Company/ Consortium Member(s)]* to use our financial capability for meeting the Qualification Requirements for the Project 'Selection of New Grid Connected Solar Photo Voltaic Project' in the State of ..... *[Insert Name of the State]* and confirm that all the equity investment obligations of M/s.....*(Insert Name of Bidding Company/ Consortium Member(s))*, shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. **[To be passed by the entity(s) whose financial credentials have been used i.e. Parent and / or its affiliate.]**

**Certified true copy**

-----  
**(Signature, Name and stamp of Company Secretary / Director)**

**Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) **This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956/ Companies Act, 2013 (*delete the other which is not applicable*) may be suitably modified to refer to the laws applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.**

### **Format 6.5 – Format for Consortium Agreement**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement (“Agreement”) executed on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ between M/s [insert name of Lead Member] \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS, and execution of Power Purchase Agreement (in case of award), against RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by NTPC a Company incorporated under the [Companies Act, 1956/ Companies Act, 2013 (*delete the other which is not applicable*)], and having its Registered Office at \_\_\_\_\_ or \_\_\_\_\_ constituted under \_\_\_\_\_

WHEREAS, each Member individually shall be referred to as the “**Member**” and all of the Members shall be collectively referred to as the “**Members**” in this Agreement.

WHEREAS the NTPC desires to purchase power under National Solar Mission Phase - II;

WHEREAS, the NTPC had invited response to RfS vide its Request for Selection (RfS) No. \_\_\_\_\_ dated \_\_\_\_\_

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by NTPC wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s\_\_\_\_\_), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, --- --, Member-n.
2. The Lead Member is hereby authorised by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity (as well as total financing if committed to be met from internal financing) investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity as well as other financing if committed to be met internally obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:-

| Name     | Percentage |
|----------|------------|
| Member 1 | ---        |
| Member 2 | ---        |
| Member n | ---        |
| Total    | 100%       |

We acknowledge that after execution of PPA, the controlling shareholding (more than 50%) in the Project Company developing the Project shall be maintained for a period of at-least (1) one year after COD.

6. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for liasoning with Lenders or through internal accruals and mobilizing

- debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment as well as other financing requirements commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
  8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
  9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
  10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [ ---- ] alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
  11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of NTPC in terms of the RfS.
  12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by NTPC.
  13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
  14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of NTPC.
  15. This Agreement
    - (a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;



- (b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
- (c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of NTPC.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS & PPA.

IN WITNESS WHEREOF, the Members have, through their authorised representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s-----[Member 1]

-----

(signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s-----[Member 2]

-----

(signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s-----[Member n]

-----

(signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

---

Signature and stamp of Notary of the place of execution

**[on the letter head of Bidder]**

**Format 6.6 – FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH**

To,

**NTPC Limited  
Renewable Energy - Contract Services  
3rd Floor, Engineering Office complex  
NTPC Ltd., A 8A, Sector 24, NOIDA  
UP 201301**

Dear Sir,

**Sub: Response to RfS for Selection of Grid connected Solar PV Projects of capacity \_\_MW at \_\_\_\_\_ (Solar Park Location in the State of ..... ) under Phase II of NSM.**

We certify that the Bidding Company / Member in a Bidding Consortium \_\_\_\_\_  
[Name of Bidding Company or Bidding Consortium] has a minimum Net Worth of Rs.\_\_\_\_  
crore (Rupees \_\_\_\_\_) or equivalent US\$\* based on

**(i) For Existing Companies (Out of A & B above, one will be selected “Applicable” and the other as “Not Applicable”**

| S. No. | Description   | Select any one (whichever is applicable) |
|--------|---|--|
| A      | Audited annual accounts of any of the last four (4) financial years 2010-11, 2011-12, 2012-13, and 2013-14 [ <i>Strike out the financial years not applicable</i> ] <b>Or</b> | Applicable / Not Applicable              |
| B      | Net Worth as on daydd/mm/yyyy (not more than seven days prior to the last date of submission of response to RfS by the bidding companies)                                     | Applicable / Not Applicable              |

**(ii) For new Companies**

|  |
|--|
| Net Worth as on day dd/mm/yyyy (not more than seven days prior to the last date of submission of response to RfS by the Bidding Companies) |
|--|

\* For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net Worth will be calculated using bills selling exchange rate (card rate) USD / INR of State Bank of India prevailing on the date of closing accounts for the respective financial year as certified by the bidder's banker. For currency other than USD, bidders shall convert such currency into USD as per exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

**Exhibit (i): Applicable in case of Bidding Company**

@ For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Parent / Affiliates as per following details:

| Name of Company / Parent/ Affiliate/ Group Company | Name of Company / Parent/ Affiliate whose Net Worth is to be considered | Relationship with Bidding Company* | Either Financial Year to be considered for Net Worth or Net Worth of the respective Company not later than 7 days prior to submission of RfS | Net Worth (in Rs. Crore) of the Member Company |
|--|---|------------------------------------|--|--|
| (1)  | (2)   | (3)                                | (4)  | (5)  |
| <b>Company 1</b>                                   |   |                                    |  |  |
| ---  |   |                                    |  |  |
| ---  |   |                                    |  |  |
| Total  |   |                                    |  |  |

Exchange Rates considered

USD to INR : I USD = INR.....

Other Currency..... (Bidder to specify the other currency) 1..... =INR.....

Certificate from the Banker in respect of the Exchange rate is enclosed at Appendix----

@ In cases where the Bidding Company is giving its own net worth only, the bidder has to fill its own company name in column (2), "Self" in column (3), same option as in (i) or (ii) above in Column (4) and Net worth in column (5).

\*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

**(Signature & Name of the person Authorised  
By the Board)**

**(Signature and Stamp of  
Statutory Auditor or  
Chartered Accountant)**



We are submitting in a separate sheet, details of computation of Net Worth duly certified by Statutory Auditor or a Chartered Accountant. The detailed sheet is enclosed at Appendix-\_\_\_\_\_.

We are enclosing the certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by bank and other documents in support thereof for confirmation of balance in cash & bank as per the stipulations of RfS as under:

| S.No. | Document Description | Enclosed at Appendix |
|-------|----------------------|----------------------|
| 1     |                      |                      |
| 2     |                      |                      |
| 3.    |                      |                      |
|       |                      |                      |
|       |                      |                      |
|       |                      |                      |
|       |                      |                      |
|       |                      |                      |

***(Signature & Name of the person Authorised  
By the board)***

***(Signature and Stamp of  
Statutory Auditor or  
Chartered Accountant)***

Date:

**Note: Bidders are advised in their own interest to furnish the detailed computation sheet by Statutory auditor or Chartered Accountant for determination of Net Worth along with supporting documents referred therein as per the requirements of RfS without which no claim for Net worth shall be considered.**

***[on the letter head of Bidder]***

**Format 6.7 – FORMAT FOR TECHNICAL CRITERIA**

To,

Date:-

**NTPC Limited  
Renewable Energy - Contract Services, 3rd Floor  
Engineering Office complex, NTPC Ltd., A 8A  
Sector 24, NOIDA, UP 201301**

**Dear Sir,**

**Sub: Response to RfS for Selection of Grid connected Solar PV Projects of capacity \_\_MW at \_\_\_\_\_ (Solar Park Location in the State of ..... )under Phase II of NSM**

We hereby undertake to certify in line with clause 3.27 under the title “Financial Closure or Project Financing Arrangement” that the following details shall be furnished within 210 days of signing of PPA: -

- 1.0 That the technology proposed to be used is commercially established and operational technologies.
- 2.0 Evidence of clear possession of the required land for the project along with following documentary evidence: -
  - ⊖ Ownership or lease hold rights from the Solar Park Implementing Agency (SPIA) (for at least 27 years) in the name of the Project Developer and possession of 100% of the area of land required for the project.
  - Copy of executed Implementation Support Agreement with SPIA.
  - Sworn in affidavit from the Authorized person of the developer listing the details of the land and certifying total land required for the project under clear possession of the Project Developer
  - A certified English translation from an approved translator in case above land documents are in other than English or Hindi Languages.
- 3.0 Specific plan for meeting the requirement of domestic content, if any.

We understand and confirm that failure or delay on our part in achieving the Financial Closure as per RfS documents shall constitute sufficient grounds for actions by NTPC as per the stipulations of RfS documents including but not limited to encashment of our Performance Bank Guarantee without giving any notice or intimation.

***(Signature & Name of the person Authorised By the Board)***



**Format 6.8 –Format for Disclosure**

**[On the letter head of Bidding Company/Each Member in a Bidding Consortium]**

**Disclosure**

We hereby declare that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LOI has been issued or PPA has been signed, the same will be cancelled and all the Bank Guarantees will be encashed and Recoveries will be effected for the payments done.

***(Signature & Name of the person Authorised By the Board)***

***Date: -***

### FORMAT - 6.9

|  |  |   |   |
|--|--|---|---|
| <b>Declaration by the Solar power Developer for the proposed technology tie-up</b> |  |   |   |
| <b>1</b>   | <b>Name of Bidding Company / Lead Member of Bidding Consortium</b> |   |   |
| <b>2</b>   | <b>Project proposed</b>  |   | <b>Solar PV</b>   |
| <b>3</b>   | <b>Capacity proposed (in MW)</b>                                   |   |   |
| <b>4</b>   | <b>Location of the Project</b>                                     |   | <b>Gani-Sakunala Solar Park,<br/>Phase-II<br/>Distt Kurnool, AP</b> |
| <b>5</b>   | <b>Technology proposed to be adopted for the project</b>           |   | Conventional / Advance  |
| <b>(a)</b>   | <b>For Solar PV Projects</b>                                       | <b>Crystalline Silicon Solar Cell Modules</b> |   |
|  |  | <b>Thin Film Modules</b>                      |   |
|  |  | <b>Concentrator PV Modules</b>                |   |
|  |  | <b>Any Other Technology (Please specify)</b>  |   |
| <b>6</b>   | <b>Estimated Capacity Utilisation Factor</b>                       | <b>%</b>                                      |   |
| <b>7</b>   | <b>Estimated Annual Generation</b>                                 | <b>kWh</b>                                    |   |
| <b>8</b>   | <b>Give brief about the proposed Technology</b>                    |   |   |
|  |  |   |   |

**Signature(s)**

***[on the letter head of Bidder]***

**Format 6.10 – (APPLICABLE ONLY FOR BIDDERS QUOTING UNDER DCR CATEGORY)**

**Format for Indicating Choices of plot under DCR Category**

To,

Date: -

**NTPC Limited  
Renewable Energy - Contract Services,  
3rd Floor, Engineering Office complex,  
NTPC Ltd., A 8A, Sector 24,  
NOIDA, UP 201301**

**Sub: Response to RfS for Selection of Grid connected Solar PV Projects of capacity \_\_MW at \_\_\_\_\_ (Solar Park Location in the State of ..... )under Phase II of NSM**

**Dear Sir,**

After having read the Plot Allotment methodology specified in Clause 3.13, Section-3 of RfS documents We confirm that the same is acceptable to us and accordingly we hereby give our following choice of plots in solar park to be developed in the state of Andhra Pradesh in decreasing order of preference.

| <b>Sl. No.</b> | <b>Category</b> | <b>Preference for Choice of plots</b> | <b>Plot No.*</b> |
|----------------|-----------------|---------------------------------------|------------------|
| 1              | DCR             | 1 <sup>st</sup> Preference            |                  |
| 2              | DCR             | 2 <sup>nd</sup> Preference            |                  |
| 3              | DCR             | 3 <sup>rd</sup> Preference            |                  |

***(Signature & Name of the person Authorised By the Board)***

**Available Plots under DCR Category: P11, P12 & P13**

***[on the letter head of Bidder]***  
**Format 6.11a- Format of Financial Bid for Quoting “First Round Tariff Bid”**  
**under OPEN Category**

| Sl. No. | Category | Location                          | Tariff opted *                          | Indicative Tariff in Rupees per kWh (Unit) of Electrical Power |            |
|---------|----------|-----------------------------------|---|--|------------|
|         |          |                                   |   | (in figures)   | (in words) |
| 1.      | OPEN     | Gani-Sakunala Solar Park Phase-II | With AD**<br><br>/<br><br>Without AD*** |  |            |

We confirm that the first round quoted tariff as above shall be applicable for number of projects we are found to be qualified for, as per technical and commercial evaluation. The above quoted tariff shall hold good even if the number of projects qualified for/alloted, is less than the quoted number of projects.

(Signature of Authorized Representative of the Company)

Name of Organization: -

Date: -

(Company Seal)

\*Strike off whichever is not applicable.

\*\* Any tariff quoted (with AD) more than Rs 6.35 per kWh shall be rejected.

\*\*\* Any tariff quoted (without AD) more than Rs 7.04 per kWh shall be rejected.

AD - Accelerated Depreciation.

Note: - 1. In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

2. Bidders have to quote Tariff either with AD OR without AD. In case any bidder quotes both the tariffs, lower of the two shall be considered for evaluation.

**[on the letter head of Bidder]**

**Format 6.11b- Format of Financial Bid for Quoting “First Round Tariff Bid”  
under DCR Category**

| Sl. No. | Category | Location                          | Tariff opted *                  | Indicative Tariff in Rupees per kWh (Unit) of Electrical Power |            |
|---------|----------|-----------------------------------|---------------------------------|--|------------|
|         |          |                                   |                                 | (in figures)   | (in words) |
| 1.      | DCR      | Gani-Sakunala Solar Park Phase-II | With AD**<br>/<br>Without AD*** |  |            |

We confirm that the first round quoted tariff as above shall be applicable for number of projects we are found to be qualified for, as per technical and commercial evaluation. The above quoted tariff shall hold good even if the number of projects qualified for/alloted, is less than the quoted number of projects.

(Signature of Authorized Representative of the Company)

Name of Organization: -

Date: -

(Company Seal)

\*Strike off whichever is not applicable.

\*\* Any tariff quoted (with AD) more than Rs 6.35 per kWh shall be rejected.

\*\*\* Any tariff quoted (without AD) more than Rs 7.04 per kWh shall be rejected.

AD - Accelerated Depreciation.

Note: - 1. In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

2. Bidders have to quote Tariff either with AD OR without AD. In case any bidder quotes both the tariffs, lower of the two shall be considered for evaluation.

### **Format 6.12– Format for Integrity Pact**

Integrity pact pre-signed on behalf of NTPC Ltd. is uploaded separately on TCIL website from where the bidders are required to download and take a printout. The authorized representative of the bidders have to sign on each page of this NTPC's Pre-signed Integrity pact and submit it to NTPC Ltd in original along with EMD and other documents as mentioned in **Section 3** of this RfS failing which the bid will not be opened.

### **INTEGRITY PACT**

**between**

**NTPC Ltd., a Govt. of India Enterprise (hereinafter referred to as "NTPC")**

**and**

\_\_\_\_\_ **(hereinafter referred to as "The Bidder/Solar Power Developer")**

#### **Preamble**

NTPC invites the bids from all eligible bidders and intends to enter into Power Purchase Agreement (PPA) for ..... with the successful bidder(s) as per organizational systems and procedures. NTPC values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Solar Power Developer(s).

In order to achieve these goals, the NTPC will appoint an Independent External Monitor (IEM), who will monitor the bidding process and the development & operation of Solar Power Project(s) for compliance with the principles mentioned above.

#### **Section 1 Commitments of NTPC**

1. NTPC Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard.
  - a) No employee of NTPC, either in person or through family members including relatives, will in connection with the bidding for or the development and operation of Solar Power Project(s), demand or accept a promise for or accept for him/herself or for a third person any material or immaterial benefit to which he/she is not legally entitled to.
  - b) NTPC shall, during the bidding process treat all Bidders with equity and reason. NTPC will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain and advantage in relation to the bidding process or development and operation of Solar Power Project(s).
  - c) NTPC will exclude from the process all known prejudiced persons.

2. If NTPC obtains information the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in the regard, NTPC will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 Commitments and Undertaking by the Bidder/Solar Power Developer**

1. **The Bidder/Solar Power Developer commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the development and operation of Solar Power Project(s):**
  - a) The Bidder/Solar Power Developer undertakes not to directly or through any other person or firm offer, promise or give or influence to any employee of NTPC associated with the bidding process or the development and operation of Solar Power Project(s) or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the development and operation of Solar Power Project(s).
  - b) The Bidder/Solar Power Developer undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder/Solar Power Developer undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Solar Power Developer will not use improperly, any information or document provided by NTPC as part of the business relationship, regarding plans, technical proposals and business details, including information container or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
  - d) The Bidder/Solar Power Developer will when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the PPA.
2. The Bidder/Solar Power Developer will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

## **Section 3 Disqualification from Bidding Process and Exclusion from Future Tenders.**

1. If the Bidder(s)/Solar Power Developer(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 of this Integrity Pact or in any other form so as to put his reliability or credibility as Bidder into question, NTPC shall be entitled to disqualify the Bidder(s)/Solar Power Developer(s) from the bidding process or to terminate the LOI/PPA, if signed on that ground.
2. If the Bidder/Solar Power Developer has committed a transgression through a violation of Section 2 of this Integrity Pact, such as to put his reliability or credibility into question, NTPC shall be entitled to exclude including blacklist and put on holiday the Bidder/Solar Power Developer for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by NTPC taking into consideration the full facts and circumstances of each case particularly taking in to account the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 3 years.
3. A transgression is considered to have occurred if NTPC after due consideration of the available evidence concludes that no reasonable doubt is possible.
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold NTPC's absolute rights to resort to and imposed such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of NTPC, the exclusion of Bidder/Solar Power Developer could be revoked by NTPC if the Bidder/Solar Power Developer can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### **Section 4 Compensation for Damages including Forfeiture of Earnest Money Deposit /Performance & Advance Bank Guarantees.**

1. If NTPC has disqualified the Bidder/Solar Power Developer from the bidding process or has terminated the LOI/PPA pursuant to Section 3 of this Integrity Pact, NTPC shall forfeit the Earnest Money Deposit, encash Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the LOI/PPA.
2. In addition to 1 above, NTPC shall be entitled to take recourse to the relevant provisions of the LOI/PPA related to Termination of LOI/PPA due to **Solar Power Developer** 's Default.



## **Section 5 Previous Transgressions**

1. The Bidder swears on oath that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country conforming to IT approach or including with the Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify bidder's exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the bidding process, if already awarded, can be terminated on this ground.

## **Section 6 Company Code of Conduct**

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and compliance program for the implementation of the code of conduct throughout the company.

## **Section 7 Independent External Monitors**

- 1 The NTPC will appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2 The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to Chairman/CMD of the NTPC or a person authorized by him.
- 3 The Bidder/Solar Power Developer accepts that the Monitor has the right to access without restriction to all project documentations of the NTPC including that provided by the Solar Power Developer. The Solar Power Developer will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this Project Documentations. The same is applicable to Solar Power Developer's Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Solar Power Developer/Sub-Contractors/Consortium member with confidentiality.
- 4 The NTPC will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the NTPC and the Solar Power Developer. The parties offer to the Monitor the option to participate in such meetings.
- 5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the NTPC (Chairman/CMD of the NTPC or a person authorized by him) and request to discontinue or to take corrective action,

- or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the Bidder/ Solar Power Developer to present its case before making its recommendations to the NTPC.
- 6 The Monitor will submit a written report to Chairman/CMD of the NTPC or a person authorized by him within 8-10 weeks from the date of reference or intimation to him by the NTPC and, should the occasion arise, submit proposals for correcting problematic situations.
  - 7 The Monitor shall be entitled to compensation on the same terms as being extended to /provided to Independent Directors of Board.
  - 8 If the Monitor has reported to Chairman/CMD of the NTPC or a person authorized by him a substantiated suspicion of an offence under relevant IPC/PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
  - 9 The word "Monitor" will include Singular or Plural.

## Section 8 Pact Duration

The Pact comes into force from the date of signing by all the parties. It shall expire for the Solar Power Developer 12 months after the last payment under the respective PPA and for all other unsuccessful bidders 6 months after the LOI/PPA has been awarded.

## Sections 9 Miscellaneous Provisions

1. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
4. If the **Solar Power Developer** is a Consortium, this agreement must be signed by all the members of Consortium as the case may be.

The Parties hereby sign this integrity Pact at ..... ..on this ..... ..day of .....2015

NTPC

\* Bidder/Solar Power Developer

Signature..... Signature ..... ..

Name..... Name ..... ..

Designation..... Designation ..... ..

Stamp..... Company Seal..... ..

**Witness**

**Witness**

**Witness**

**Witness**

1. \_\_\_\_\_  
\_\_\_\_\_

1. \_\_\_\_\_

1. \_\_\_\_\_

1.

2. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

2.

**\* If the Bidder is a Consortium, this agreement must be signed by the authorized signatories of all the members of Consortium including Lead Member**

**Format 6.13 – CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF RfS DOCUMENT**

(Certificate of Compliance to All Provisions of RfS Document / "NIL" Deviation Certificate)

**[To be submitted offline in a separate sealed envelope along with EMD and others]**

Bidder's Name and Address :

To  
**NTPC Limited**  
**Renewable Energy - Contract Services**  
**3rd Floor, Engineering Office complex**  
**NTPC Ltd., A 8A, Sector 24**  
**NOIDA, UP 201301**

Dear Sirs,

1. With reference to our Bid dated..... for **"Selection of Solar Power Developers for Setting up Solar PV Power Projects at Gani-Sakunala Solar Park in Kurnool District of Andhra Pradesh under National Solar Mission (NSM) Phase-II, Batch-II, Tranche-I"**, RfS No. **NTPC/2015-16/NSM/TI/AP/02**, we hereby confirm that we have read the provisions of RfS document along with its subsequent Amendment(s) / Clarification(s) / Addenda/Errata and further confirm that our Bids (i.e. both Technical Bid and Financial Bid) are strictly in conformity with the provisions of the RfS Document including its Amendments / Clarifications / Errata / Revisions thereof and we have **not taken any deviation** to any of the provisions of the aforesaid RfS document.
2. Further, we agree that the entire work for development of Solar Power Project(s) shall be performed as per the provisions of RfS document including Technical Requirements as per Annexure-1 and Domestic Content Requirement, as applicable.
3. We confirm that any deviation/ variation / additional conditions to the provisions of RfS Document read in conjunction with its Amendment(s)/Clarification(s)/ Addenda / Errata found anywhere in our Technical Bid and Financial Bid, implicit or explicit, save those pertaining to rebates offered, stands unconditionally withdrawn, without any cost implication whatsoever to the NTPC, failing which the EMD be forfeited.
4. We hereby confirm that our Technical Bid does not contain any Financial/Price content entry. However if anything is contained, we shall be solely responsible for any implication.
5. Further, we confirm that our Financial Bid does not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Financial Bid.

Signature of Authorized signatory.....

Date :  
Signatory).....

(Name of Authorized

Place :

(Designation)..... (Company Seal) .....

**Format 6.14 - DECLARATION ON FRAUD PREVENTION POLICY**  
**(Certificate of Compliance to FRAUD PREVENTION POLICY)**

**[To be submitted offline in a separate sealed envelope along with EMD and others]**

Bidder's Name and Address :

To  
**NTPC Limited**  
**Renewable Energy - Contract Services**  
**3rd Floor, Engineering Office complex**  
**NTPC Ltd., A 8A, Sector 24**  
**NOIDA, UP 201301**

Dear Sirs,

We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tender website <http://www.ntpctender.com> and undertake that we along with our associate/collaborator/subcontractors/subvendors/consultants/service providers shall strictly abide by the provisions of the Fraud Prevention Policy of NTPC.

Signature of Authorized signatory.....

Date : (Name of Authorized  
Signatory).....

Place :  
(Designation).....

(Company Seal)

.....

**Appendix – A****CHECK LIST FOR BANK GUARANTEES**

| <b>Sl.No.</b> | <b>Details of checks</b>   | <b>YES/NO.</b> |
|---------------|--|----------------|
| a)            | Is the BG on non-judicial Stamp paper / e-stamp paper of appropriate value, as per Stamp Act?  |                |
| b)            | Whether date, purpose of purchase and name of the purchaser are indicated on the Stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. The stamp papers (other than e-stamp paper should be duly signed by the stamp vendor.) |                |
| c)            | In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by SBI, India.  |                |
| d)            | Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?   |                |
| e)            | Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?   |                |
| f)            | Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?   |                |
| i)            | Are the factual details such as Bid Document No. / Specification No., / LOI No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG  |                |
| j)            | Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?   |                |
| k)            | Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?   |                |
| l)            | In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?   |                |

## **Annexure 1**

### **Technical Requirements for Grid Connected Solar PV Projects**

The following are some of the technical measures required to ensure quality of the PV modules used in grid connected solar photovoltaic power projects:

#### **1. SPV Modules**

1.1 The SPV modules used in the grid connected solar power projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

|  |           |
|--|-----------|
| Crystalline Silicon Solar Cell Modules | IEC 61215 |
| Thin Film Modules                      | IEC 61646 |
| Concentrator PV modules                | IEC 62108 |

1.2 In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000 V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701.

#### **2. Power Conditioners/ Inverters**

The Power Conditioners/ Inverters of the SPV power plants must conform to latest edition of IEC / equivalent Standards as specified below:

|                            |  |
|----------------------------|--|
| Efficiency Measurements    | IEC 61683  |
| Environmental Testing      | IEC 60068-2/ IEC 62093   |
| EM Compatibility (EMC)     | IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000 |
| Electrical safety          | IEC 62103/ IEC 62109-1& 2  |
| Anti- Islanding Protection | IEEE 1547/ IEC 62116/ UL 1741 or equivalent BIS Standards        |

#### **3. Other Sub-systems/ Components:**

Other subsystems/ components used in the SPV power plants (cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. (IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the draft EN50618/TUV 2pfg 1169/09/07 for service life expectancy of 25 years).

#### **4. Authorized Test Centers**

The PV modules/Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC /BIS standards by one of the NABL Accredited Test Centers in India. In case of module types like Thin Film and CPV/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Members Labs abroad will be acceptable.

#### **5. Warranty**

- PV modules used in grid connected solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

#### **6. Identification and Traceability**

Each PV module used in any solar power project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions.)

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000W/m<sup>2</sup>, AM1.5, 250 C)
- vi. Wattage,  $I_m$ ,  $V_m$  and FF for the module
- vii. Unique Serial No and Model No of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to maintain accessibility to the list of Modules IDs along with the above parametric data for each module.

#### **7. Performance Monitoring**

All grid solar PV power plants must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to the MNRE and NTPC or any designated agency on line and/ or through a report on regular basis for the entire duration of PPA. In this regard they shall mandatorily also



grant access to NTPC and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24x7 basis.

**8. Safe Disposal of Solar PV Modules:**

The developers will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

**Annexure – 2**

**List of Banks**

**SCHEDULED COMMERCIAL BANKS**

**A SBI AND ASSOCIATES**

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore
5. State Bank of Patiala
6. State Bank of Travancore

**B NATIONALISED BANKS**

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda
20. Bhartiya Mahila Bank

**C SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanlaxmi Bank Ltd.
4. Federal Bank Ltd
5. Jammu & Kashmir Bank Ltd
6. Karnataka Bank Ltd
7. Karur Vysya Bank Ltd
8. Lakshmi Vilas Bank Ltd
9. Nainital Bank Ltd
10. Kotak Mahindra Bank

11. Ratnakar Bank Ltd
12. South Indian Bank Ltd
13. Tamilnad Mercantile Bank Ltd
14. ING Vysya Bank Ltd
15. Axis Bank Ltd.
16. IndusInd Bank Ltd
17. ICICI Bank
18. HDFC Bank Ltd.
19. DCB Bank Ltd
20. Yes Bank Ltd

#### **D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)**

1. Abu Dhabi Commercial Bank Ltd
2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. Crédit Agricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The HongKong Shanghai Banking Corporation Ltd
12. HSBC Bank Oman S.A.O.G.
13. Societe Generale
14. Sonali Bank Ltd.
15. Standard Chartered Bank
16. J.P. Morgan Chase Bank, National Association
17. State Bank of Mauritius Ltd.
18. DBS Bank Ltd.
19. Bank of Ceylon
20. Bank Internasional Indonesia
21. A B Bank
22. Shinhan Bank.
23. CTBC Bank Co. Ltd.
24. Mizuho Corporate Bank Ltd
25. Krung Thai Bank Public Company Ltd.
26. Antwerp Diamond Bank N.V.
27. The Bank of Tokyo-Mitsubishi UFJ Limited.
28. Austalia & Newzealand Banking Group Limited
29. Sumitomo Mitsui Banking Corporation
30. American Express Banking Corporation
31. CommonWealth Bank of Australia
32. Credit Suisse A.G.
33. FirstRand Bank Ltd.
34. Industrial & Commercial Bank of China Ltd.

- 35. JSC VTB Bank
- 36. National Australia Bank
- 37. Rabobank International
- 38. Sberbank
- 39. UBS AG
- 40. United Overseas Bank Ltd.
- 41. Westpac Banking Corporation
- 42. Woori Bank
- 43. The Royal Bank of Scotland N.V.
- 44. Doha Bank Qsc

**E OTHER PUBLIC SECTOR BANKS**

- 1. IDBI Bank Ltd

**Annexure – 3**

**COPY OF PPA**

## **Annexure - 4**

### **Special instructions to Bidders for e-Tendering**

#### **General**

The Special Instructions (for e-Tendering) supplement Section-3 'Information and Instruction to Bidders', as given in this Request for Selection (RfS) Document. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *NTPC Ltd.* has decided to use the portal **<https://www.tcil-india-electronictender.com>** through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

#### **Instructions**

##### **Tender Bidding Methodology:**

##### **Sealed Bid System**

- Single Stage Two Envelope

##### **Broad Outline of Activities from Bidder's Perspective:**

1. Procure a Digital Signing Certificate (DSC)-Class III and above.
2. Register on ElectronicTendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS
7. Clarification to Tender Documents on ETS
  - Query to *NTPC* (Optional)
  - View response to queries posted by *NTPC*
8. Bid-Submission on ETS
9. Post-TOE Clarification on ETS (Optional)
  - Respond to *NTPC* Post-TOE queries
10. Participate in reverse auction if invited.

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

## Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class III or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

## Registration

To use the ElectronicTender® portal <https://www.tcil-india-electronicictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

### Important Note:

1. Interested bidders have to download the RfS & other documents after login into the TCIL website by using the Login ID & Password provided by TCIL during registration. If the documents are downloaded from TCIL website without logging into the TCIL portal then the bidders will not be able to upload the filled in Bids.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

| TCIL/ ETS Helpdesk |  |
|--------------------|--|
| Telephone/ Mobile  | <b>Customer Support: +91-11-26202699 (Multiple Telephone lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792</b> |
| E-mail ID          | <b><a href="mailto:ets_support@tcil-india.com">ets_support@tcil-india.com</a></b>  |

### **Some Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
  - Envelope I (Technical-Part and Excel Sheet as mentioned in Section-3.)
  - Envelope II (Financial-Part)
- Submission of digitally signed copy of Tender Documents/ Addendum online.

### **Offline Submissions:**

In addition to the above, the bidders are required to submit certain documents physically offline also as per clause 3.12, Section-3 failing which the technical bids will not be opened..

### **Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. **Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.**

**CAUTION:** All bidders must fill ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. If it is found during the TOE that a bidder has not filled in the complete information in the ElectronicForms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms™ and the 'Main-Bid', the contents of the Main Bid shall prevail.



In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

**The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid.** The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the NTPC.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

### **Some Bidding related Information for this Tender (e-ReverseAuction)**

e-ReverseAuction would be conducted after short-listing of qualified bidders as per **Clause 3.12.4.**

The following would be parameters for e-Reverse Auction:

| Sl. No. | Parameter  | Value   |
|---------|--|---|
| 1.      | Date and Time of Reverse-Auction Bidding Event   | Please refer <b>Clause 3.1.2.4.2, Section-3</b>             |
| 2.      | Duration of Reverse-Auction Bidding Event  | 1 Hour  |
| 3.      | Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time' | Yes   |
| 3.1     | Pre-defined Time-Duration  | Within last 08 minutes                                      |
| 3.2     | Automatic extension Time-Duration  | 08 Minutes  |
| 3.3     | Maximum number of Auto-Extension   | Unlimited Extension   |
| 4.      | Criteria of Bid-Acceptance   | Please refer Clause 3.1.2.4, Section-3                      |
| 5.      | Entity – Start-Price   | First Round Tariff Quoted by the bidders in Second Envelope |
| 6.      | Minimum Bid-Decrement  | INR 0.01 i.e. 01 paisa                                      |

### **Other Instructions**

For further instructions, the vendor should visit the home-page of the portal **<https://www.tcil-india-electronicstender.com>**, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly pursue the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

### **SIX CRITICAL DO'S AND DON'TS FOR BIDDERS**

Specifically for Supplier organizations, the following '**SIX KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III or above well in advance of your first tender submission deadline on ETS. **(DSC is required for registration as a bidder at the portal).**
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). The bidders may note that as per clause 3.25, Section-3 Earnest Money Deposit will be forfeited due to non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part into the 'Time Locked Electronic Key Box (EKB)'. .
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.*

### **Minimum Requirements at Bidder's End**

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- **Microsoft Internet Explorer 7.0 or above**
- Digital Certificate(s)

### **Vendors Training Program**

One day training program on chargeable basis (10:00 Hrs to 17:00 Hrs) would be provided by M/s TCIL. The cost of training to be provided by M/s TCIL shall be payable directly to M/s TCIL. The authorized representative(s) of interested bidders (i.e. Solar Power Developer (SPD) / Supplier organization) who wish to attend the training program are requested to carry a Laptop with Wireless Internet Connectivity.

**For further assistance please contact TCIL Helpdesk as specified below.**

|   |
|---|
| <b>Customer Support: +91-11-26202699 (Multiple Telephone lines)</b>     |
| <b>Emergency Mobile Numbers: +91-9868393792, 9868393717, 9868393775</b> |
| <b>Helpdesk email ID: ets_support@tcil-india.com</b>                    |

## **Annexure - 5**

### **TERMS & CONDITIONS OF REVERSE AUCTION**

After opening of Financial Bids and short-listing of bidders based on the First Round Quoted Tariff and number of qualified Project(s), NTPC shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section-3 and other provisions of Reverse Auction in RfS documents and their subsequent Addenda/ Amendments. Bidders, in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. TCIL will provide all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to TCIL.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as informed to the bidders.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which are mentioned below in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant NTPC guidelines shall be initiated by NTPC.
7. The Bidder shall not divulge either his Bids or any other exclusive details of NTPC to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
  - a) Bidders may note that, although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering

- the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid.
- b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of NTPC, bid process, bid technology, bid documentation and bid details.
  - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
  - d) Technical and other non-commercial queries (not impacting price) can only be routed to the NTPC contract personnel indicated in the RfS document.
  - e) Order finalization and post order activities such issue of LOI, signing of PPA etc would be transacted directly between successful bidder(s) and NTPC.
  - f) LOI may be placed outside the e-portal & further processing of the LOI may also be outside the system.
  - g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in **Annexure – 4** of the RfS document.
  - h) Bidders are advised to visit the auction page login into the system well in advance to identify / rectify the problems to avoid last minute hitches.
  - i) NTPC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.
  - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:  
<https://www.tcil-india-electronictender.com>
11. No queries shall be entertained while Reverse Auction is in progress.

### **BUSINESS RULES OF REVERSE AUCTION**

Reverse Auction shall be conducted as per methodology specified in **Section-3** and other provisions of Reverse Auction in RfS documents and their subsequent Addenda/ Amendments. Bidders, in their own interest, are advised to go through the documents in entirety. The Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

- i. The 'Opening Price' of each bidder i.e. start price for RA will be the "First Round Tariff Bid" quoted by the respective bidder in its financial bid for the qualified Project(s).
- ii. Bid Decrement shall be at least INR 0.01 i.e. 01 paisa and in multiples thereof.

After completion of the online Reverse Auction, the last quoted price of each bidder shall be available for further processing. If no bid is received in the auction system/ website within the specified time duration of the online RA, then NTPC may consider the "First Round Tariff" bid received through e-tendering for selection.

Online Reverse Auction shall be conducted by NTPC on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA any requests for extension of time will not be considered by NTPC. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. NTPC shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/number of Projects being auctioned, auction rules etc.

NTPC reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

NTPC shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of NTPC shall be binding on the bidders.

Other terms and conditions shall be as per bidder's bid and as per NTPC's RfS documents and other correspondences, if any, till date.

## Layout Plan of Gani-Sakunala Solar Park

## Annexure - 6

